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BOOK #69
T.C.P.
10/9/80

HEREIN INCORPORATED

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ZOLLARS AVE. & MICHIGAN AVE. ---------- 97-33
ZOLLARS AVE. from NELSON AVE. to THOMPSON AVE. ---------- 55-12

PETITIONS - SEWERS

BUTZ SUBDIVISION (storm drainage) ---------- 114-22

CALHOUN ST. to HARRISON ST. from PETTIT AVE. to FAIRFIELD AVE. (surface drainage) ------ 9D-23

LINCOLNSHIRE ADD. (sewer ext.) ---- 1D-9

SYLVAN PARK ADD. (natural drain 4)--94-14

PETITIONS - WATER

CLEVELAND & VERNON AVE. (rescinded) ---------- 14-11

DALE DR. from BLUFFTON RD. to KOESTER DR. ---- 7D-5

MORELL DR. from SAND POINTE RD. to NORFOLK & WESTERN RAILROAD ---------- 129-19

ORLANDO DR. from SHARON DR. to LIMA RD. ---------- 90-22

SYLVIA AVE.,GARY ST., SEDDLEMEYER AVE. from DECATUR RD. ---------- 122-24

P L A T S

BROWNFIELD ESTATES ---------- 168-8

EAGLE RIDGE NORTH ---------- 141-9

KINGSTOWN VILLAGE, PHASE I ---------- 2D-8

LAKE SHORES EXT., SEC. 2 ---------- 41-11

NEW GEORGETOWN PROFESSIONAL VILLAGE --- 26-9

SENECA HILLS ---------- 41-1D
SENECA HILLS, SEC. V ---------- 168-7
SLEEPY HOLLOW PRO. VILLAGE ----- 56-13
SUMMERFIELD, SEC. I ---------- 96-27

VILLAGE of BUCKINGHAM, SEC. I -- 85-15

PRELIMINARY PLANS

FERNHILL AVE. WATER MAIN EXTENSION ---------- 74-19

PURCHASE ORDERS

CITY UTILITIES

2036 - W. A. JONES & SON	$ 10,792.00	5-3
2037 - HEFNER, CHEVROLET, INC.	32,958.00	5-3
2055 - DeHAVEN, INC.	6,106.53	10-12
2072 - ALLEN CO. MOTORS	13,035.80	14-18
2107 - U.S. ENVELOPE CO.	11,992.50	10-11
2239 - BUSINESS EQUIPMENT CO.	3,002.80	57-26
2240 - SHREX of FORT WAYNE	3,256.23	57-26
2241 - DOUBLEDAY BROTHERS	3,521.43	57-26
2335 - ALLEN CO. MOTORS	6,642.28	96-30
2386 - PITNEY BOWES, INC.	30,420.00	115-27
2418 - BY PRODUCTS MANAGEMENT, INC.	BLANKET ORDER	136-29
2433 - GRAYBAR ELECTRIC CO., INC.	$ 113.45/M	142-17

PURCHASE ORDERS

CIVIL CITY

04303 - L.W. DAILEY, INC.	$ 2,975.00	34-15, 67-28
04304 - HIPSKINO CONCRETE CORP.	2,465.65	34-14
04309 - MICHAEL T. LEVY ASSOC.	1,373.75	38-43
04317 - LAUER CONST. CO.	951.25	50-17, 88-12
04341 - HIPSKINO CONCRETE CORP.	1,907.75	66-21
04354 - EMIL P. HOLLIOAY	80.00	88-10, 128-11
04380 - SIMMERMAN CONST. CO., INC.	2,040.50	114-21
04381 - OLD FORT SUPPLY CO., INC.	247.38	114-19
07334 - OAILEY ASPHALT PROOUCTS CO.	1,986.40	141-10
07924 - CARRINGTON & ASSOCIATES, INC.	1,906.01	88-9
07925 - CARRINGTON & ASSOCIATES, INC.	2,810.00	26-11
07934 - CARRINGTON & ASSOCIATES, INC.	981.00	88-11
07956 - HIPSKINO CONCRETE CORP.	2,566.74	82-17
07981 - OAILEY ASPHALT PROOUCTS CO.	3,221.00	67-27
08598 - CLOSE INSULATION CO., INC.	4,400.00	68-37, 90-24
08599 - J.M. LONG CO., INC.	5,448.88	68-37
08651 - ALLEN CO. MOTORS	33,162.91	96-28
08744 - ALLEN CO. MOTORS	29,504.00	115-26
39 - JOHN OEHNER, INC.	4,967.40	153-20
2 - JIM KELLEY BUICK	26,200.00	152-17
9 - INTERNATIONAL SALT CO.	24.98/ton	178-32

IMPROVEMENT RESOLUTIONS

5805-78 --- (resurfacing) 1st & 2nd COUNCILMANIC OISTRICT ---------- 43-25

5824-78 --- (pavement repair) INTERSTATE INDUSTRIAL PARK ---------- 128-13

5827-79 --- NEBRASKA NEIGHBORHOOD PHAST IV, NORTHWEST CENTRAL IMPACT AREA, WEST CENTRAL SEC. A, WEST CENTRAL SEC. 8 ---------- 36-28, 41-12, 41-13, 41-14, 66-23, 66-24, 108-32

5832-79 --- COLLEGE STREET Elevation ---------- 35-26

5833-79 --- MAIN STREET Reconstruction ---------- 36-27, 82-15, 121-18, 152-15, 178-33

5835-79 --- FERNHILL AVENUE ---------- 7-5, 7-9, 7-10, 10-8, 42-19, 57-23, 57-24, 74-20, 109-4, 109-5

5836-79 --- CITY COUNTY PARKING PLAZA REPAIR ---------- 67-30

5838-79 --- OSAGE STREET (sidewalk) ---------- 42-23

5840-79 --- (resurfacing) 2nd COUNCILMANIC DISTRICT ---------- 89-14

5841-79 --- (resurfacing) 1st COUNCILMANIC OISTRICT ---------- 66-18

5843-79 --- (resurfacing) 3rd COUNCILMANIC OISTRICT ---------- 66-19, 147-14, 148-16

5844-79 --- (resurfacing) 4th COUNCILMANIC DISTRICT ---------- 66-20, 148-15, 169-14, 169-17

5845-79 --- (resurfacing) 5th COUNCILMANIC DISTRICT ---------- 43-26

5846-79 --- (resurfacing) McKINNIE AVENUE ---------- 43-26

5847-79 --- (resurfacing) 6th COUNCILMANIC OISTRICT ---------- 41-16, 43-26, 74-18

5849-79 --- (resurfacing) OXFORO STREET & BLUFFTON ROAO ---------- 116-28

5850-79 --- (resurfacing) CLINTON, CALHOUN, SPY RUN EXT., & WAYNE STREET ---------- 65-12, 66-17, 116-29

5851-80 --- (resurfacing) ANTHONY BLVO., MAUMEE AVE., & RUDISILL BLVD. ---------- 65-13, 66-22

5856-80 --- (dikes) ST. MARY'S RIVER, ST. JOSEPH RIVER, & SPY RUN CREEK ---------- 33-8, 48-7, 54-6, 94-17, 101-23, 136-26, 138-3, 163-23

5857-79 --- (storm sewer) NORTH WASHINGTON ROAD area ---------- 82-13

5858-79 --- (demolition) VOLUNTEERS of AMERICA BUILDING ---------- 56-20

5859-80 --- (street) OAVIS ST., MAIN ST., to MARY ST. (city paid) ---------- 8-14, 20-6, 26-7, 68-36

5860-80 --- (sidewalk) 826 NUTTMAN, & INDIANA AVE. ---------- 8-16, 29-2, 44-3, 63-7, 72-6

5861-80 --- (pavement restoration) WHITEGATE DR. ---------- 130-27, 138-2

5862-80 --- (curb) SHORE DR., 2005 thru 2015 KENTUCKY ---------- 13-7, 65-14, 66-26, 91-2, 93-8

5863-80 --- (sidewalk) 2117 SHORT STREET ---------- 13-6, 65-15, 66-25, 91-1, 93-9

5864-80 --- (curb & wingwalk) WOODLAND AVE., between LAWNDALE & CURDES ---------- 17-1, 29-3

IMPROVEMENT RESOLUTIONS - continued

5865-8D --- (concrete pavement) FAIRFAX from FAIRFIELD to SOUTH WAYNE ---------- 2-7, 9-5, 35-24, 108-34

5866-8O --- (guardrail) ILLINOIS ROAD & LINOENWOOD AVE. ---------- 3-8, 9-6, 35-23, 42-24

5867-8D --- (curb & sidewalk) Lots 471 to 455 GRASMERE HEIGHTS ADDITION -------- 23-24, 53-1, 69-2, 93-7, 103-3, 116-32

5868-8D --- (curb & sidewalk) E. CENTRAL NEIGHBORHOOD, PHASE V ---------- 23-23, 40-7, 49-11, 81-11, 141-11

5869-8D --- NORTHWEST CENTRAL NEIGHBORHOOO PHASE IV CAPITAL IMP. ---------- 27-12, 48-8, 54-5, 95-18
(city paid)

5870-8D --- NEBRASKA NEIGHBDRHOOD, PHASE V, CAPITAL IMP. (city paid) ---------- 27-13, 48-9, 55-7, 95-19, 163-25, 169-13, 169-16

5871-8D --- (street) PROGRESS ROAD & S.R. # 3 (City Paid) ---------- 8-15, 20-7, 26-6, 73-13

5873-8D --- (sidewalk) McKINNIE AVE., SOUTH PARK DR., & HANNA ST. ---------- 23-25, 53-2, 69-1

5875-8O --- (curb, sdw., drive & wingwalks) WEST CENTRAL, PHASE V NEIGHBORHOOO
PACKAGE IMP. (city paid) ---------- 26-10, 49-10, 55-8, 95-20

5876-8O --- (curb & sidewalk) HANNA - CREIGHTON PHASE IV NEIGHBORHOOD
PACKAGE IMP. ---------- 24-28, 33-6, 40-6, 95-21, 96-31, 135-22

5877-8O --- (addition to res. to include yardwalks, drive approaches, & curbs)
FDREST PARK BLVD., STATE BLVO. to OODGE AVE. ---------- 74-21, 109-1, 123-1, 141-7, 146-5

5878-8D --- (alley) SOUTHWDOO PARK ADDITION, SEC. C ---------- 24-27, 44-2, 59-1, 111-5, 119-5, 169-12

5879-8D --- (drainage) CONGRESS AVE. from WAYNE TRACE to HOLLY ---------- 36-30, 69-3, 83-1, 103-5, 114-19

5880-8D --- LAREZ NEIGHBORHOOD IMP. PHASE III (city paid) ---------- 40-8, 63-8, 72-7, 169-11

5881-8O --- 3422, 33D2, 3332, & 3414 ADDISON (city paid) ---------- 41-9, 64-9, 72-8, 107-29, 169-15

5882-8O --- OXFORD PHASE V NEIGHBORHOOD IMP. (city paid) ---------- 56-18, 80-7, 84-5, 120-11

5883-8D --- (signal complex imp.) 1730 S. LAFAYETTE ST. (city paid) ---------- 57-25, 72-9, 80-6, 87-5, 120-12, 162-19 **

5884-8D --- OXFORD PHASE V-B NEIGHBORHOOD IMP. PACKAGE (city paid) ---------- 60-6, 80-8, 84-6, 121-13

5885-8D --- HANNA-CREIGHTON PHASE IV-B NEIGHBORHOOD PACKAGE IMP. (city paid) --- 60-7, 81-9, 84-7, 120-10

5886-8O --- (resurfacing) ECKART ST., DREXEL AVE., VILLAGE COURT DR.,
OLIVER ST., & BOWSER AVE. ---------- 88-7, 112-6, 119-6, 168-10

5887-8O --- LAREZ IMPACT AREA PHASE III-B (city paid) ---------- 87-6, 112-7, 120-7

5888-8D --- (resurfacing) SHERMAN BLVD., OAKLAND ST., ROSEMONT OR., &
WASHINGTON CENTER ROAD (city paid) ---------- 113-15, 133-6, 140-6

5889-8D --- (resurfacing) MADISON ST., BRANORIFF ST., PRINCE ST., PHILIPS ST.,
CORONET DR., MAJESTIC LN., & FRICKE AVE. (city paid) ---------- 114-16, 133-7, 140-5

IMPROVEMENT RESOLUTIONS - continued

5890-80 --- LOWER HUNTINGTON ROAD, KINSMOOR AVE., KINNAIRO AVE., HOME AVE., 4th & 5th COUNCILMANIC DISTRICT (city paid) ---------- 122-21, 141-8, 146-6

DECLARATORY RESOLUTIONS

1438-80 --- ST. JOSEPH OVERHEAD WALKWAY ---------- 24-29, 44-1, 127-7, 145-1, 147-9

1440-80 --- Condemnation of right-of-way - lot 549 HANNA'S ADDITION ---------- 177-25

1439-80 --- Condemnation of bldg. - lots 9 & 10 in J.O. BROWN'S ADDITION ---------- 147-9

SEWER EASEMENT RESOLUTIONS

170-80 ---- RANCHWOOD SANITARY SEWER ---------- 134-9, 164-2

172-80 ---- SOUTH OELLWOOD PARK ADDITION ---------- 5-1, 10-13, 29-1

175-80 ---- PLEASANT CENTER ROAD, BLUFFTON ROAD, & HARBER DITCH ---------- 47-5, 83-2, 98-1

176-80 ---- ST. JOSEPH INTERCONNECT INTERCEPTOR SANITARY SEWER ---------- 134-10, 164-2

177-80 ---- CONCOROIA GARDENS SANITARY SEWER ---------- 134-11, 164-2

178-80 ---- MARDEGO-MANDEGO-LIMBERLOST SANITARY SEWER ---------- 134-12, 164-2

179-80 ---- BEVERLY HEIGHTS, HOLLYWOOD GARDENS, MAYFIELD PLACE, ROUSSEAU'S SUBURBAN GARDENS, WATERSWOLDE, & NORTHWOOD PARK SANITARY SEWER ---------- 134-13, 164-2

180-80 ---- ALDALE ACRES & DAU'S SUBURBAN ADDITION SANITARY SEWER ---------- 134-14, 164-2

181-80 ---- CINDERELLA VILLAGE SANITARY SEWER ---------- 134-15, 165-2

182-80 ---- AUER'S & McADAMS HIGHLAND GROVE SANITARY SEWER ---------- 134-16, 165-2

183-80 ---- CAMPUS COURT PUMP STATION ELIMINATION SANITARY SEWER ---------- 135-17, 165-2

184-80 ---- NORTHCREST PUMP STATION ELIMINATION SANITARY SEWER ---------- 135-19, 165-2

185-80 ---- PATTON TRAILER PARK SANITARY SEWER ---------- 135-18, 165-2

186-80 ---- SPY RUN INTERCONNECT INTERCEPTOR (sewer 323-80) ---------- 161-9

187-80 ---- HIGHVIEW PARK-EDGEWOOD PARK (sewer 323-80) ---------- 161-10

188-80 ---- ELKRIDGE ADDITION (sewer 325-80) ---------- 161-11

189-80 ---- NEUHAUS INTERCONNECT INTERCEPTOR, PH. I-PIERCE PARK (sewer 323-80) ----- 161-12

190-80 ---- NEUHAUS INTERCONNECT INTERCEPTOR, PH. II-WESTGATE-WASHINGTON HEIGHTS (sewer 328-80) ---------- 161-13

191-80 ---- NEUHAUS INTERCONNECT INTERCEPTOR, PH. III-FEICHTER'S-LEESBURG ADDITION-- 161-14

********** SEWER RESOLUTIONS **********

298-77 ---- ROTHMAN ROAD SANITARY SEWER INTERCEPTOR ---------- 67-31

302-79 ---- KRUGE PLACE ADDITION SANITARY SEWER (acceptance) ---------- 142-13, 142-14

307-79 ---- RANCHWOOD, PHASE I ---------- 7-12, 73-17, 121-14, 130-25

308-79 ---- RANCHWOOD, PHASE II -------- cancelled ---------- 3-12

309-79 ---- HARBER DITCH SANITARY SEWER, PHASE III ---------- 51-25

310-80 ---- ST. JOSEPH INTERCONNECT INTERCEPTOR, PHASE I, II, III, & IV ---------- 104-10, 123-2, 156-1, 174-6, 174-7, 174-8, 174-9

311-80 ---- RANCHWOOD SANITARY SEWER ---------- 105-11, 123-3, 156-1, 174-10

312-80 ---- CONCORDIA GARDEN SANITARY SEWER ---------- 105-12, 123-4. 156-1, 175-11

313-80 ---- MARDEGO-MANDEGO-LIMBERLOST SANITARY SEWER ---------- 105-13, 123-5, 156-1, 175-12

SEWER RESOLUTIONS - continued

314-8D ---- WATERSWOLOE, NORTHWOOD PARK, ROUSSEAU SUBURBAN, HOLLYWOOD GAROENS, MAYFIELD PLACE, & BEVERLY HEIGHTS SANITARY SEWER ---------- 105-14, 123-6, 156-1, 175-13

315-80 ---- ALOALE ACRES & DAU'S SUBURBAN ADOITION ---------- 105-15, 123-7, 156-1,175-14

316-80 ---- CINDERELLA VILLAGE SANITARY SEWER ---------- 105-16, 124-8, 156-1, 175-15

317-8D ---- AUER & McADAMS HIGHLAND GROVE SANITARY SEWER ---------- 106-17, 124-9, 156-1, 175-16

318-8D ---- CAMPUS COURT PUMP STATION ELIMINATION ---------- 106-18, 124-10, 156-1, 176-17

319-80 ---- NORTHCREST PUMP STATION ELIMINATION ---------- 106-19, 124-11, 156-1, 176-18

320-8D ---- PATTON TRAILER SANITARY SEWER ---------- 106-20, 124-12, 156-1, 176-19

321-80 ---- REHABILITATION of SEWERS SSES SUBSYSTEM BS, CS, NS, OS ---------- 106-21, 124-13, 156-1, 176-20

323-80 ---- SPY RUN INTERCONNECT INTERCEPTOR ---------- 142-18, 144-31, 171-1A

324-80 ---- HIGHVIEW PARK ADDITION SANITARY SEWER ---------- 142-19, 144-32, 171-1B

325-80 ---- ELKRIDGE AODITION SANITARY SEWER ---------- 142-20, 144-33, 171-1C

326-8D ---- REHABILITATION of SEWERS SUBSYSTEM ---------- 143-21, 144-34, 171-1D

327-8D ---- NEUHAUS INTERCONNECT INTERCEPTOR, PHASE I ---------- 143-22, 144-35, 171-1E

328-80 ---- NEUHAUS INTERCONNECT INTERCEPTOR, PHASE II ---------- 143-23, 144-36, 171-1F

329-80 ---- NEUHAUS INTERCONNECT INTERCEPTOR, PHASE III ---------- 143-24, 144-37, 171-1G

330-8D ---- N. MAUMEE INTERCEPTOR PHASE I & II ---------- 151-4, 179-1A

331-80 ---- TRIER DITCH-MOELLER RD. INTERCONNECT INTERCEPTOR ---------- 151-5, 179-1B

332-8D ---- TRIER DITCH INTERCONNECT INTERCEPTOR ---------- 151-6, 179-1C

333-8D ---- CASSEL HEIGHTS SANITARY SEWER ---------- 151-7, 179-1D

334-80 ---- TRIER DITCH INTERCONNECT INTERCEPTOR-TRIER DITCH COLONY HEIGHTS ---------- 152-8, 179-1E

335-8D ---- N. MAUMEE INTERCEPTOR ANTHONY WAYNE PUMP STATION ---------- 152-9, 179-1F

336-80 ---- N. MAUMEE INTERCEPTOR TRIER DITCH-TRIER RIDGE PUMP STATION SANITARY SEWER ---------- 152-10, 179-1G

337-8D ---- N. MAUMEE INTERCEPTOR TRIER OITCH-ZUBER'S ADDITION ---------- 152-11, 179-1H

338-8D ---- N. MAUMEE INTERCEPTOR-TRIER DITCH-RIDGEVIEW HEIGHTS ---------- 152-12, 179-1I

339-8D ---- N. MAUMEE INTERCEPTOR GLENWOOO PARK LIFT SATION ELIMINATION ---------- 152-13, 179-1J

34D-8D ---- REHABILITATION of SEWERS SUBSYSTEMS LS, MS, PS, OS, RS, SS, & TS ---------- 152-14, 179-1K

878-80 ---- LUDWIG PARK SANITARY SEWER - DIVISION I ---------- 154-26

" " " " " " " " " DIVISION II ---------- 154-27

STREET LIGHTING RESOLUTIONS

137-79 ---- HARRISON HILL AREA ---------- 107-24, 131-1, 134-8

138-79 ---- SCHAPER DR., MAPLE GROVE to WOOOSOALE LANE ---------- 49-12, 75-1, 81-10, 88-13

140-80 ---- NORTHWEST CENTRAL PHASE IV IMPACT AREA ---------- 2-6, 9-4, 35-25, 163-24

141-80 ---- E. CENTRAL PHASE V IMPACT AREA (city paid) ---------- 15-19, 26-8, 33-7, 73-14

142-8D ---- NEBRASKA NEIGHBORHOOD, PHASE V ---------- 37-38, 55-9, 63-6, 107-30

143-8D ---- LINCOLNSHIRE ADDITION ---------- 94-13, 127-8, 138-1, 150-1

STREET LIGHTING RESOLUTIONS - continued

144-80 ---- CAPITOL AVE., WOODSDALE to MAPLE GROVE ---------- 116-33, 145-2, 155-1

145-80 ---- DREXEL AVE., from QUEEN ST., to WAYNE TRACE (city paid) ---------- 127-9

146-80 ---- CITY'S STREET LIGHTING SYSTEM ---------- 143-27 , 160-6 , 168-5

SPECIAL & EMERGENCY RESOLUTIONS

69-27-17 -- Fort Wayne City Plan Commission - for vacating of alley between WINCH ST., PITTSBURG ST., DUBOIS ST., & WARREN ST. ---------- 27-17

69-28-18 -- Fort Wayne City Plan Commission - for vacating of alley between MAUMEE AVE., WINCH ST., DUBOIS ST., & WARREN ST. ---------- 28-18

69-28-19 -- Fort Wayne City Plan Commission - for vacating of alley between MAUMEE AVE., & PITTSBURG ST. ---------- 28-19

69-41-15 -- Fort Wayne City Plan Commission - for vacating of street in DREIBELBISS ADDITION. ---------- 41-15

69-64-10 -- Re: COUNTRY CLUB GARDENS COMMUNITY & WESTMOOR PUMP STATION INTERCEPTOR (Junk Ditch Facility Plan)per funding by U.S.E.P.A. --------- 64-10

69-64-11 -- Re: TRIER DITCH INTERCEPTOR (North Maumee Facility Plan) per funding by U.S.E.P.A. ---------- 64-11

69-68-37 -- Emergency Res. - Asphalt plant was damaged by fire & J.M. LONG CO. will repair outside of building in amount of $5,448.88 & CLOSE INSULATION CO., INC. will repair insulation in amount of $4,400.00. --- 68-37

69-81-12 -- Fort Wayne City Plan Commission - for vacating a portion of a street - NORFOLK & WESTERN R.R. & PENNSYLVANIA ST. ---------- 81-12

69-115-25 - Emergency Res. - Serious drainage problem at intersection of ARCHER & PUTNAM ST. SIMMERMAN CONST. will make repair in amount of $8,861.25. ---------- 115-25

69-117-34 - Emergency Res. - Gasoline break at LASSUS BROTHERS at corner of FAIRFIELD & BASS ST. JOHN DEHNER, INC. will make repair in amount of $8,788.68. ---------- 117-34

69-118-43 - Emergency Res. - Pavement blow-up in vicinity of BISHOP DWENGER H.S. JOHN DEHNER, INC. to make repair in amount of $4,967.40. ---------- 118-43

69-128-15 - Fort Wayne City Plan Commission - for vacating of street in SOUTHERN HEIGHTS ADDITION & HIRON'S ADDITION. ---------- 128-15

69-128-16 - Fort Wayne City Plan Commission - for vacating of street from BARTHOLD ST. to HIGH ST. to NEW YORK CENTRAL R.R. ---------- 128-16

69-148-18 - Fort Wayne WPC UTILITY General Rules & Regulations. ---------- 148-18

69-153-19 - Fort Wayne City Plan Commission - for vacating of street in CAMBRIDGE HILL ADDITION. ---------- 153-19

69-162-20 - Fort Wayne Redevelopment Commission to vacate GAY ST., WALLACE ST., & PENN CENTRAL R.R. ---------- 162-20

69-165-4 -- Re: 208 WATER QUALITY MANAGEMENT PLANNING REQUIREMENTS. ---------- 165-4

69-170-23 - Broken pavement at 2206 NUTTMAN AVE. & HIPSKIND ASPHALT CORP. will make repair in amount of $468.00. ---------- 170-23

69-170-24 - Emergency P.O. for light poles due to an error in inventory control. PREFERRED PRODUCTS SALES in amount of $21,469.80 for light poles.--- 170-24

69-171-3 - Emergency Res. - NE corner of PONTIAC & HANNA is hazardous & should be restored. L.W. DAILEY, INC. to make repair in the amount of $1,675.00. ---------- 171-3

69-172-5 - Emergency Res. - Cave-in of manhole at the 1200 blk. of LAKE AVE. JOHN DEHNER, INC. will make repair in the amount of $5,198.00. ----- 172-5

69-177-28 - Fort Wayne City Plan Commission to vacate alley in HANNA'S EAST PARK ADDITION. ---------- 177-28

WATER RESOLUTIONS

1016-79 - LUDWIG ROAO, RODENBECK DR, SHARON DR. - LUDWIG PARK ADDITION -------- 139-5, 139-6, 139-7, 164-1, 168-6

1017-79 - LUDWIG PARK DR., & SHARON ORIVE ---------- 3-9, 35-19, 107-27

102D-8D - OLLADALE DRIVE from BETTY AVENUE ---------- 24-30, 59-2, 112-8, 119-4, 135-25

1021-8D - KELMAR DRIVE, SANOPOINT ROAD ---------- 27-14, 59-3, 120-8, 127-6

SEWER TAP AGREEMENT & REIMBURSEMENT

(S-334-69) - BROTHERHOOO MUTUAL ----------	6400 BROTHERHOOO WAY --------	$12,727.63 ---	11-14
(S-456-7D) - TRANS-AM CORP. ----------	SHANNON SIDE, SEC. II -------	2,239.49 ---	11-15
(S-63-77) -- PHYLLIS HELVIE ----------	11821 AUBURN RO. ----------	422.94 ---	37-39
(S-04-72) -- TONY PELLA ----------	8222 S. ANTHONY-TRACT 1-C ---	462.56 ---	37-40
(S-04-72) -- HELEN ROSSETTER ----------	8218 S. ANTHONY-PARCEL 1-B---	462.56 ---	37-40
(S-240-80) - RICHARO GUY ----------	1438 OUPONT RO. W. ----------	934.24 ---	65-16
(S-240-80) - OONALO STAYER ----------	1502 DUPONT RD. W. ----------	934.24 ---	65-16
(S-240-80) - V.J. WEIMER ----------	1514 OUPONT RO. W. ----------	934.24 ---	65-16
(S-240-80) - MARGARET PATCHEN ----------	1522 OUPONT RO. W. ----------	934.24 ---	65-16
(S-24D-8D) - ALAN SIMERMAN ----------	1532 OUPONT RD. W. ----------	934.24 ---	65-16

SEWER AGREEMENTS

Between HAMILTON HUNTER, INC. & CITY of FORT WAYNE for sanitary sewer in area of NORTHWAY GARDENS AODITION. ---------- 7-6

Between CITY of FORT WAYNE & VILLAS of the MARKETPLACE, SEC. II, 6417 GEORGETOWN NORTH BLVO. ---------- 14-15

By & between JOHN DEHNER, INC. & CITY of FORT WAYNE for HARBER OITCH INTERCEPTOR, PHASE III. ---------- 51-24

By & between HOLY SCRIPTURE EVANGELICAL CHURCH & CITY of FORT WAYNE for construction of sanitary sewer in area of OUNKELBERG RD. & KINNERK RD. ---------- 93-10

Agreement between JAMES EHRESMAN & CITY of FORT WAYNE for construction of sewer at intersection of GLENN & CLINTON to GLENN & ALLEN AVE. in THIRD HIGHLAND PK. ADD. -------- 94-15

Claim from NW ALLEN COUNTY SCHOOLS for oversizing per sewer ext. agreement for CARROLL HIGH SCHOOL SANITARY SEWER. ---------- 96-25

Supplemental sewer ext. agreement by & between M & G PROPERTIES & CITY of FORT WAYNE for KELLER RO. sanitary sewer. ---------- 148-19

Sewer ext. reimbursement agreement by & between the ALLEN COUNTY ASSOC. for the RETARDED, INC. - PROJECTS DRIVE. ---------- 168-9

SPECIAL SEWER PERMITS

BAER FIELD WEST - Land Excavating ---------- 82-16
BRECONSHIRE, SEC. I - John Hartman Const. Co. ---------- 95-24
BRENTWOOD PLAZA APT. - Hamilton Hunter, Inc. ---------- 42-20
BRIDGEDALE TERRACE ADDITION, SEC. D - Geiger Excavating ---------- 16-27

CARROLL HIGH SCHOOL SEWER EXT. - Earth Const. Co. ---------- 96-26
CIVIC CENTER RENEWAL PROJECT, BLOCK I - Bercot, Inc. ---------- 136-30
COUNTRY KITCHENS - ST. JOE CENTER RD. - Chaney & Sons ---------- 42-21

DIEHM MUSUEM SEWER EXT. - Lengacher Excavating, Inc. ---------- 165-6

HARBER DITCH INTERCONNECT, PHASE 3 EXT. - John Dehner, Inc. -------- 135-20
HICKORY MILL APTS. - Cardinal Industries, Inc. ---------- 16-28, 22-18
HILLSBORO OFF-SITE SANITARY SEWER - North Eastern Const. Co.
(acceptance letter) ---------- 165-5
HOLY SCRIPTURE CHURCH SANITARY SEWER - Landmark Homes, Inc. -------- 171-2

JANITORS SUPPLY & MIKE'S CAR WASH - Brooks Const. Co., Inc. -------- 3-13

LAKE AVE. at MAYCREST DR. - Baker Trenching & Excavating ---------- 153-23

NORTHWAY GARDENS ADD. SANITARY SEWER EXT. - Nobis Const. Co. ------- 49-15, 50-16, 149-22

OAK GROVE VILLAS - John Hartman Const. Co. ---------- 127-10
OLYMPIA HEIGHTS ADD. STORM & SANITARY SEWER - New Dawn Developers--- 147-13

PAPERMILL BLUFFS, SEC. I - North Eastern Const. Co., Inc.
(acceptance letter) ---------- 89-17
PARKWOOD PLACE - L.W. Dailey, Inc. ---------- 56-16
PAYLESS CASHWAYS - Nobis Const. Co., Inc. ---------- 82-19

SENECA HILLS, SEC. II - Porter Const. Co., Inc.
(acceptance letter) ---------- 95-22
SENECA HILLS, SEC. III - Porter Const. Co., Inc.
(acceptance letter) ---------- 95-23
SENECA HILLS, SEC. IV - Porter Const. Co., Inc. ---------- 94-11, 147-12, 170-20
ST. JOE RD. OFFSITE SANITARY SEWER - DeHaven Const. Co. ---------- 149-21
STONE POINTE VILLAGE, PHASE II - Mid American Corp. ---------- 121-20
SUMMERFIELD, SEC. I - North Eastern Const. Co.
(acceptance letter) ---------- 89-16

VILLA of the MARKET PLACE SANITARY SEWER -John Hartman Const. Co.--- 70-4
VILLAGE of BUCKINGHAM, SEC. I - North Eastern Const. Co. ---------- 135-21
VOCATIONAL SERVICES CENTER - Lengacher Excavating, Inc. ---------- 169-18

WESTWOOD VALLEY - STATE BLVD. STORM SEWER - Westwood Development,--- 147-11
WOODLANDS of RIVERSIDE - Ground Services, Inc. ---------- 177-29

SPECIAL STREET PERMITS

AURORA KNOLL ---------- 153-22

BARDEY LANE ---------- 82-20, 149-20
BRECONSHIRE DRIVE ---------- 82-20, 149-20

CAMBRIAN PLACE ---------- 149-20

FRENCHMEN'S CROSSING (acceptance letter) ---------- 49-14, 82-18

INLANO TRAIL (acceptance letter) ---------- 82-18

LARCH LANE ---------- 153-22
LARCHWOOD RUN (acceptance letter) ---------- 82-18
LOUISEDALE ORIVE ---------- 153-21

POTOMAC COURT (acceptance letter) ---------- 82-18
PATRICK LANE ---------- 153-21
POINT WEST DR. to HARRIS ---------- 34-16

RIOGEMONT DRIVE ---------- 153-22
RIOGEMOOR DRIVE ---------- 121-19

THAXTON PLACE ---------- 153-22

WOOD RIM RUN ---------- 153-22

WATER CONTRACTS

7801 - WILLSHIRE ESTATES, SEC. II ---------- 50-21, 50-22

7908 - WOODLANDS of RIVERSIDE ---------- 50-23

79D9 - 13TH ST. WATER MAIN ---------- 116-30, 116-31, 142-16

7914 - SUMMERFIELD AOD., SEC. I, PHASE I -------- (accept.) ------ 131-2, 166-7

7915 - VERSAILLES VILLAGE ---------- 22-20

7917 - BRECONSHIRE, SEC. I ---------- 122-22

7919 - WOODBRIDGE APTS. WATER MAIN ---------- (accept.) ------ 142-15

80D1 - HARRIS ROAD WATER MAIN ---------- (accept.) ------ 22-19

8D03 - NEWFIELD EXTENOEO, SEC. I ---------- 103-6

8DD4 - PROJECT DR. WATER MAIN (COLLINS DR. AREA) ---------- 107-26

80D5 - FERNHILL AVE. WATER MAIN ---------- 78-27, 93-6, 103-4, 121-16, 130-26

80D6 - SENECA HILLS, SEC. IV & portions of SEC. V - LOUISEDALE DR., PATRICK LN., & TRICK AVE. AREAS ---------- 153-18

8DD7 - OLYMPIA HEIGHTS ADD. - HARRIS RD. ---------- 147-10

WATER WORKS IMPROVEMENTS

McNAMEE, PORTER, & SEELEY - Consulting Engineers

77-W-2, 77-W-3, & engineering services

McNAMEE, PORTER, & SEELEY - Engineering Services

70-10-210-01-"

19	$17,966.96		3-11
20	32,430.47		27-15
21	17,230.08		67-32
22	18,587.90		108-38
23	26,209.60		136-28
24	10,613.43		161-15

McNAMEE, PORTER, & SEELEY - Consulting Engineers
WATER FILTRATION PLANT - 77-W-2
HAGERMAN/SHAMBAUGH - General Construction

			Escrow	
Inv. 14	$645,452.10		$71,716.90	15-22
15	805,293.75		22,632.60	21-9
C.O. 7	22,458.00			35-21
C.O. 8	24,131.65			35-22
C.O. 9	354.00			42-17
Inv. 16	537,934.65		28,312.35	60-4
17	571,937.05		30,101.95	97-34
18	968,109.52		50,953.13	129-23
19	914,491.85		48,131.35	162-16

McNAMEE, PORTER, & SEELEY - Consulting Engineers
ST. JOSEPH DAM & PUMP STATION - 77-W-3
SHAMBAUGH & SON, INC. - General Construction

			Escrow	
Inv. 8	$34,176.84			7-7
* 9	27,693.81		2,793.77	21-10
10	91,202.03		4,800.10	60-5
11	83,770.00		4,408.95	97-35
12	13,859.85		729.46	129-24
13	12,070.62		635.30	162-17
C.O. 3	4,945.00			169-19
C.O. 4	15,883.00			176-21

* Escrow Release $25,387.72

79-XP-2 --- WASHINGTON CENTER ROAD, HUGUENARD ROAD AREA WATER MAIN ---------- 94-16

WATER QUALITY CONTROL PROJECTS

HOWARO, NEEOLES, TAMMEN, & BERGENOOFF - (Steeg Oivision) - Consulting Engineers
WATER POLLUTION CONTROL PLANT EXPANSION - Oivision I
(C-180538-01) Oated 4/27/71
HAGERMAN-SHAMBAUGH - General Construction
71-01-310-001

C.O. 24 ---------- extension of completion ---------- 21-11
---------- acceptance agreement ---------- 22-16
Inv. 53 ---------- $275,897.27 ---------- 23-22

OWARO, NEEDLES, TAMMEN, & BERGENOOFF - (Steeg Oivision) - Consulting Engineers
ATER POLLUTION CONTROL PLANT EXPANSION
NGINEERING SERVICES

1-01-310-01-0-93 ---------- $ 3,884.34 ---------- 21-14

OWARO, NEEOLES, TAMMEN, & BERGENOOFF - (Steeg Oivision) - Consulting Engineers
OVANCEO WASTEWATER TREATMENT, PHASE C, TASK #1
(C-180774-02)

8-08-310-01-0-22 ---------- $ 7,470.28 ---------- 108-35
23 ---------- 12,144.53 ---------- 108-36
24 ---------- 21,056.54 ---------- 108-37
25 ---------- 55,804.64 ---------- 163-28

SPECIAL SEWER PROJECTS

REIO, QUEBE, ALLISON, WILCOX & ASSOCIATES - Consulting Engineer
Escrow agreement with LINCOLN NATIONAL BANK & TRUST CO. --- 154-24

COMBINEO SEWER OVERFLOW STUOY
(C-180775-01)

			Escrow	
Inv. 1	$93,264.43		$16,458.43	154-25
Inv. 2	23,112.15		4,078.61	162-18

SPECIAL PROJECTS

MARTINDALE, TOURNEY, GIBSON, INC. - Consulting Engineers
CIVIC CENTER PARKING GARAGE - 67-189-14
HAGERMAN CONSTRUCTION CORPORATION - General Construction

		Escrow	
Inv. 4	$ 77,122.00	$ 8,569.11	16-29
C.O. 5	10,729.00		21-12
Inv. 5	198,622.00	22,069.11	42-18
C.O. 6	25,890.00		48-6
Inv. 6	218,970.00	24,330.00	68-35
Inv. 7	169,530.00	18,836.67	97-36
Inv. 8	306,321.00	17,017.83	131-3
Inv. 9	27,969.00		178-34

MARTINDALE, TOURNEY, GIBSON, INC. - Consulting Engineers
CIVIC CENTER PARKING GARAGE - 67-189-14
ENGINEERING SERVICES

Inv.	$ 2,338.41	16-30
Inv.	5,054.33	82-14

GIBSON, TOURNEY, KIM, INC. - Consulting Engineers (Formerly MARTINDALE, TOURNEY, GIBSON, INC.)
CIVIC CENTER PARKING GARAGE - 67-189-14
ENGINEERING SERVICES

Inv.	$ 2,247.70	121-14
Inv.	2,261.71	141-12

BUTLER, FAIRMAN, SEUFERT, INC. - Consulting Engineers (30% city's share)
EWING-FAIRFIELD-WELLS STREET BRIOGE
MOELLERING CONSTRUCTION CO., INC. - General Construction

Inv. 5	$ 56,387.19	14-13
6	31,966.18	36-29
7	72,024.07	67-33
8	73,266.27	89-21
9	47,021.74	135-24
10	74,655.76	163-29

BUTLER, FAIRMAN, SEUFERT, INC. - Consulting Engineers (30% city's share)
EWING-FAIRFIELD-WELLS STREET BRIOGE
ENGINEERING SERVICES

Inv.	$ 2,325.00	14-12
Inv.	3,777.00	67-29
Inv.	2,301.00	89-20
Inv.	3,247.50	114-20
Inv.	4,401.00	149-23
Inv.	2,366.25	170-21

BUTLER, FAIRMAN, SEUFERT, INC. - Consulting Engineers
EWING-FAIRFIELD-WELLS STREET BRIOGE AGREEMENT
CONSOLIDATED RAIL CORPORATION

Grade crossing warning devices	89-15, 128-12, 152-16

FORT WAYNE REDEVELOPMENT COMMISSION

DATE: September 16, 1980
TO: Board of Public Works
FROM: Julia A. Zickgraf
SUBJECT: West Main Street Project
Street Dedication

Attached hereto is a Quit Claim Deed for the 22 feet needed for the right-of-way on the north side of West Main Street from Harrison Street west to the west boundary of Lot 548 as well as the 7 feet need at the northwest corner of Main and Harrison Streets where the signal box has been installed.

Also attached is a street dedication from Midtown Development Company for the 7 feet needed for the installation of the signal box on the northeast corner of Main and Harrison Streets.

We would appreciate receiving information as to the Document Number for our records when you have recorded these documents in the Office of the Allen County Recorder.

jz
Attachments

69-177-30 H.I 9/24/80

80-020730

Rm 920
City County Bldg

QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH THAT: CITY OF FORT WAYNE, DEPARTMENT OF REDEVELOPMENT, of Allen County in the State of Indiana, RELEASES AND QUIT-CLAIMS TO THE BOARD OF WORKS OF THE CITY OF FORT WAYNE, of Allen County in the State of Indiana, for and in consideration of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the following Real Estate in Allen County, in the State of Indiana, to-wit:

Beginning at the southeast corner of Lot Numbered Five Hundred Forty-Five (545) in Hanna's Addition; thence north 29 feet along the east property line of said Lot Numbered 545; thence southwesterly ± 9.89 feet to a point which is 7 feet west of the east property line and 22 feet north of the south property line of said Lot Numbered 545; thence west on a line 22 feet north of and parallel to the south property line of Lots Numbered 545, 546, 547 and 548 to the west property line of Lot Numbered 548; thence south to the southwest corner of Lot Numbered 548; thence east along the south property line of Lots Numbered 548, 547, 546 and 545 to the point of beginning.

SUBJECT TO restrictions, conditions, limitations, zoning ordinances, easements, visible or of record, roadways, rights-of-way and highways of record.

1980 SEP 26 AM 10:49
ALLEN COUNTY RECORDER
Virginia A. Brown

Dated this 15th day of September, 1980.

CITY OF FORT WAYNE
DEPARTMENT OF REDEVELOPMENT

By: Robert W. Hutner
Robert W. Hutner, President

ATTEST:

By: Hana L. Stith
Hana L. Stith, Secretary

DULY ENTERED FOR TAXATION
SEP 26 1980
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Personally appeared before me, a Notary Public in and for said County and State, this 15th day of September, 1980, Robert W. Hutner and Hana L. Stith, known to me to be the President and Secretary, respectively, of Fort Wayne Redevelopment Commission, and acknowledged the execution of the above and foregoing Quit-Claim Deed to be their voluntary act and deed as such officers of such Commission and the voluntary act and deed of City of Fort Wayne, Department of Redevelopment.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal.

My Commission Expires March 31, 1983, and I reside in Whitley County, Indiana.

Julia R. Zickgraf
Julia R. Zickgraf, Notary Public

This instrument prepared by: Richard D. Robinson, Attorney at Law.

Return to:

Bldg Wks - annie
7524

2.50 cg

INSTRUMENT N 6417

69-177-26 H.I. 9/24/80

SNOUFFER, HALLER & COLVIN
ATTORNEYS AT LAW
2000 FORT WAYNE BANK BLDG.
FORT WAYNE, INDIANA 46802

TELEPHONE
219-424-2000

RICHARD I. SNOUFFER
ROBERT W. HALLER
SHERRILL WM. COLVIN
STEPHEN E. LEWIS
STEPHEN L. WILLIAMS
VINCENT J. HEINY
JOHN O. FEIGHNER
PERRY D. SHILTS

September 19, 1980

Fort Wayne City Utilities and
Fort Wayne Board of Public Works

RE: Water Pollution Control Division 1
Sewage Work Grant HC 180538

This letter will serve to memorialize our agreement relative to my employment as attorney for the City Utilities in the above referenced matters.

As your attorney, I and members of my firm will be available to perform required legal services as called upon from time to time, including advising relative to contractual rights and liabilities, research, conferences and litigation.

Compensation for such legal services shall be made on the basis of $75.00 per hour for all attorney time, will be billed monthly and will be paid on a monthly basis.

In addition to the payment of fees, Utilities shall reimburse me for all costs and expenses incurred by me on its behalf, including travel expense, court reporter fees, deposition costs, witness fees and similar items.

It will be preferable if Utilities pays expense items directly and whenever practical, that procedure will be followed.

Your acceptance and return of the carbon of this letter will be all that is required.

Very truly yours,

Richard I. Snouffer
RIS:gdf

ACCEPTANCE

September 24th, 1980.

Your employment as our attorney on the terms set forth in this letter agreement are hereby confirmed and accepted.

FORT WAYNE CITY UTILITIES

BY: _____

BOARD OF PUBLIC WORKS OF FORT WAYNE

BY: _____

BY: _____

BY: _____

3

Bo 108-80

69-177-25 H.I. 9/24/80

1440

DECLARATORY RESOLUTION No. 1440 19 80

For the ~~Vacation - Opening~~ - Condemnation of right of way for ~~utility~~ street purposes part of Lot No. 549 Hannas Addition

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn right-of-way across part of Lot #549 Hannas Addition, more particularly described as follows; to wit: Beginning at the southeast corner said Lot thence north on the east property line a distance of 12 feet; thence west parallel to the north property line of Main Street a distance of 39 feet; thence north parallel with the east property line of Maiden Lane a distance of 10 feet; thence west parallel to the north property line of Main Street a distance of 11 feet; thence south on the east property line of Maiden Lane a distance of 22 feet to the north property line of Main St.; thence east on north property line of Main Street a distance of 50 feet to point of beginning.

All as shown by a plan of such proposed Vacation - Opening - Condemnation of right of way for utility purposes as above described, now on file in the Office of the Department of Public Works of the City of Fort Wayne, Indiana

The cost of said ~~Vacation - Opening~~ - Condemnation of right of way for ~~utility~~ street purposes shall be assessed against the property beneficially affected thereby.

The property which may be injuriously or beneficially affected by such ~~Vacation - Opening~~ - Condemnation of right of way for utility purposes is described as follows: Lot #549 Hannas Addition. Said Addition is inclusive to the City of Fort Wayne, Indiana

All according to the method and manner provided for in an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations", as approved March 6, 1905 and the provisions of all acts amendatory thereto and supplemental thereof, including the right to bond assessments as in said law ordered.

Assessments if deferred are to be paid in ten equal installments with interest at the rate of five (5)% per annum. Under no circumstances shall the City of Fort Wayne, Indiana be or be held responsible for any sum or sums due from the said property owner or owners, or for the payment of any bond or bonds, except for such moneys as shall have been actually received by the City from the assessments for such property damages as said City is by said above entitled act required to pay. All proceedings had in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

The vacation of the above described _____ shall be subject to an easement for the use of the City of Fort Wayne, Indiana, and other public utilities for the construction and maintenance of sewers, water mains, gas mains, electric pole lines and conduits, telephone and telegraph pole lines and conduits.

All Streets, lots and lands affected by the above described condemnation are situated in the Southeast Quarter Section Two, Township 30 North, Range 12 East, and lie wholly within the Corporate Limits of the City of Fort Wayne, Indiana.

ADOPTED THIS 24th DAY OF Sept 19 80

Attest: Sandra E Kennedy
Secretary Board of Public Works

Robert K Anderson Sloto

Board of Public Works.

St. Joe Interconnect Interceptor (conditional awards) 9/24/80
69-174-6, 7, 8, 9 + 10 69-175-11, 12, 13, 14, 15 + 16 69-176-17, 18, 19 & 20

69-175- 12, 13 + 14 H.I. 9/24/80

CERTIFIED MAIL

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

24 September 1980

Earth Construction
3333 Engle Road
Fort Wayne, IN 46809

Subject: BID SUBMITTED SEPTEMBER 9, 1980
RESOLUTION NOS. 313-80, 314-80 - Phase I
315-80 and 316-80

Gentlemen:

The purpose of this letter is to advise your firm that the Board of Public Works today has elected to waive certain irregularities found in your bid proposals such as:

a. An Affirmative Action Program on file with the Equal Employment Office in the City-County Building (Room 380).

b. A list of your qualified M.B.E. subcontractors in accordance with FPC/35, A2.

Furthermore, the Board of Public Works has today conditionally awarded the contracts on these Resolutions to your firm. The Board of Public Works reserves the right to waive any irregularities in documentation submitted by the bidder for this conditional award, but if the conditions for the bidder are not met, it will proceed to award this contract to the next lowest responsive bidder. The conditions upon which these awards were made are:

a. That all the irregularities stated above (a and b) are submitted to the Board of Public Works within fifteen (15) days and found to be acceptable thereafter by the appropriated governmental agencies.

b. The Environmental Protection Agency approves all contracts and funding under Sewage Works Crant No. C-180599-06.

c. The Common Council of the City of Fort Wayne approves all contracts and funding under Sewage Works Crant No. C-180599-06.

St. Joe Interconnect Interceptor (conditional awards) 9/24/80
69-174-6, 7, 8, 9 & 10 69-175-11, 12, 13, 14, 15 & 16 69-176-17, 18, 19 & 20

Finally, in our concentrated effort to obtain approval of all the contracts on this project, and issue a "Notice to Proceed," we respectfully request that your firm proceed to submit all the fully executed contracts along with the required Performance and Guaranty Bonds to our office on or before October 20, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

cc: Win Moses, Jr., Mayor
P.R. Boller, P.E.
Chief Water Pollution Control Engineer
Richard Snouffer, Associate City Attorney
Dorothy Dillon
Frances Ganaway
File

St. Joe Interconnect Interceptor (Conditional awards) 9/24/80
69-174-6, 7, 8, 9 + 10 69-175-11, 12, 13, 14, 15 + 16 69-176-17, 18, 19 & 20

69-175-15 H.I. 9/24/80

CERTIFIED MAIL

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

24 September 1980

Earth Construction
3333 Engle Road
Fort Wayne, IN 46809

Subject: BID SUBMITTED SEPTEMBER 9, 1980
RESOLUTION NOS. 313-80, 314-80 - Phase I
315-80 and 316-80

Gentlemen:

The purpose of this letter is to advise your firm that the Board of Public Works today has elected to waive certain irregularities found in your bid proposals such as:

a. An Affirmative Action Program on file with the Equal Employment Office in the City-County Building (Room 380).

b. A list of your qualified M.B.E. subcontractors in accordance with FPC/35, A2.

Furthermore, the Board of Public Works has today conditionally awarded the contracts on these Resolutions to your firm. The Board of Public Works reserves the right to waive any irregularities in documentation submitted by the bidder for this conditional award, but if the conditions for the bidder are not met, it will proceed to award this contract to the next lowest responsive bidder. The conditions upon which these awards were made are:

a. That all the irregularities stated above (a and b) are submitted to the Board of Public Works within fifteen (15) days and found to be acceptable thereafter by the appropriated governmental agencies.

b. The Environmental Protection Agency approves all contracts and funding under Sewage Works Grant No. C-180599-06.

c. The Common Council of the City of Fort Wayne approves all contracts and funding under Sewage Works Grant No. C-180599-06.

St. Joe Interconnect Interceptor (conditional awards) 9/24/80
69-174-6, 7, 8, 9 + 10 69-175-11, 12, 13, 14, 15 + 16 69-176-17, 18, 19 & 20

Earth Construction
3333 Engle Road
24 September 1980
Page 2

Finally, in our concentrated effort to obtain approval of all the contracts on this project, and issue a "Notice to Proceed," we respectfully request that your firm proceed to submit all the fully executed contracts along with the required Performance and Guaranty Bonds to our office on or before October 20, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

cc: Win Moses, Jr., Mayor
P.R. Boller, P.E.
Chief Water Pollution Control Engineer
Richard Snouffer, Associate City Attorney
Dorothy Dillon
Frances Ganaway
File

St. Joe Interconnect Interceptor (conditional awards) 9/24/80
69-174-6, 7, 8, 9 + 10 69-175-11, 12, 13, 14, 15 + 16 69-176-17, 18, 19 & 20

69-175-16 9/24/80 H.I.

CERTIFIED MAIL

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

24 September 1980

John Hartman Construction Company
10310 Diebold Road
Fort Wayne, IN 46815

Subject: BID SUBMITTED ON SEPTEMBER 9, 1980
RESOLUTION NO. 317-80

Centlemen:

The purpose of this letter is to advise your firm that the Board of Public Works today elected to waive certain irregularities found in your bid proposals such as:

a. A signed statement of compliance with President's Executive Order 11246, 1114 and 10295.

b. An Affirmative Action Program on file with the Equal Employment Office in the City-County Building (Room 380).

Furthermore, the Board of Public Works has today contionally awarded the contract on this Resolution to you firm. The Board of Public Works reserves the right to waive any irregularities in the documentation submitted by the bidder for this conditional award, but if the conditions for the bidder are not met, it will proceed to award this contract to the next lowest responsive bidder. The conditions upon which the award was made are:

a. That all the irregularities stated above (a and b) are submitted to the Board of Public Works within fifteen (15) days and found to be acceptable thereafter by the appropriate governmental agencies.

b. The Environmental Protection Agency approves all contracts and funding under Sewage Works Grant No. C-180599-06.

c. The Common Council of the City of Fort Wayne approves all contracts and funding under Sewage Works Grant No. C-180599-06.

Finally, in our concentrated effort to obtain approval of all the contracts on this project, and issue a "Notice to Proceed," we respectfully request that your

St. Joe Interconnect Interceptor (conditional awards) 9/24/80
69-174-6, 7, 8, 9 + 10 69-175-11, 12, 13, 14, 15 + 16 69-176-17, 18, 19 & 20

firm proceed to submit a fully executed contract along with the required Performance and Guaranty Bond to our office on or before October 20, 1980.

BOARD OF PUBLIC WORKS

Mark D. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

cc: Win Moses, Jr., Mayor
P.R. Boller, P.E.
Chief Water Pollution Control Engineer
Richard Snouffer, Associate City Attorney
Dorothy Dillon
Frances Ganaway
File

St. Joe Interconnect Interceptor (conditional awards) 9/24/80
69-174-6,7,8,9+10 69-175-11,12,13,14,15+16 69-176-17,18,19 & 20

CERTIFIED MAIL 69-176-19 9/24/80 H.I.

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

September 24, 1980

Scheidelman Excavating, Inc.
6225 Stoney Creek Drive
Fort Wayne, IN 46825

Subject: BID SUBMITTED ON SEPTEMBER 9, 1980
RESOLUTION NO. 320-80

Gentlemen:

The purpose of this letter is to advise your firm that the Board of Public Works today has elected to waive certain irregualrities found in your bid proposal such as:

a. A signed statement of compliance with President's Executive Orders 11246, 1114 and 10295.

b. An Affirmative Action Program on file with the Equal Employment Office in the City-County Building (Room 380.)

Furthermore, the Board of Public Works has today conditionally awarded the contract on this Resolution to your firm. The Board of Public Works reserves the right to waive any irregularities in the documentation submitted by the bidder for this conditional award, but if the conditions for the bidder are not met, it will proceed to award this contract to the next lowest responsive bidder. The conditions upon which this award was made are:

a. That all the irregularities statedabove (a & b) are submitted to the Board of Public Works within the next 15 days and found to be acceptable thereafter by the appropriate governmental agencies.

b. The Environmental Protection Agency approves all contracts and funding under Sewage works Grant No. C-180599-06.

St. Joe Interconnect Interceptor (conditional awards) 9/24/80
69-174-6, 7, 8, 9 & 10 69-175-11, 12, 13, 14, 15 & 16 69-176-17, 18, 19 & 20

Scheidelman Excavating, Inc.
6225 Stoney Creek Drive
Fort Wayne, IN 46825

c. The CommonCouncil of the City of Fort Wayne approves all contracts and funding under Sewage Works Grant No. C-180599-06.

Finally, in our concentrated effort to obtain approval of all the contracts on this project, and issue a "Notice to Proceed," we respecfully request that your firm proceed to submit a fully executed contact along with the required Performance and Guaranty Bond to our office on or before October 20, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

cc: Win Moses, Jr., Mayor
P.R. Boller, P.D.
Richard Snouffer, Associate City Attorney
Dorothy Dillon
Frances Ganaway
File

4

St. Joe Interconnect Interceptor (Conditional awards) 9/24/80
69-174-6, 7, 8, 9 + 10 69-175-11, 12, 13, 14, 15 + 16 69-176-17, 18, 19 & 20

CERTIFIED MAIL

69-176-20 H.I. 9/24/80

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802
board of public works

September 24, 1980

T-G Excavating, Inc.
5544 Huguenard Road
Fort Wayne, IN 46815

Subject: BID SUBMITTED SEPTEMBER 9, 1980
RESOLUTION NO 321-80

Gentlemen:

The purpose of this letter is to advise your firm that the Board of Public Works today has elected to waive certain irregularities found in your bid proposal, such as:

a. A signed statement of compliance with President's Executive Orders 11245, 1114 and 10295.

b. An Affirmative Action Program on file with the Equal Employment Office in the City-County Building (Room 380)

c. A list of your qualified M.B.E. subcontractors in accordance with FPC/35,A2.

Furthermore, the Board of Public Works has today conditionally awarded the contract on this Resolution to your firm. The Board of Public Works reserves the right to waive any irregularities in the documentation submitted by the bidder for this conditional award, but if the conditions for the bidder are not met, it will proceed to award this contract to the next lowest responsive bidder. The conditions upon which this award was made are:

a. That all the irregularities stated above (a,b,& c) are submitted to the Board of Public Works within the next 15 days and found to be acceptable thereafter by the appropriate governmental agencies.

b. The Environmental Protection Agency approves all contracts and funding

St. Joe Interconnect Interceptor (conditional awards) 9/24/80
69-174-6, 7, 8, 9 & 10 69-175-11, 12, 13, 14, 15 & 16 69-176-17, 18, 19 & 20

under Sewage Works Grant No. C-180599-06.

c. The Common Council fo the City of Fort Wayne approves all contracts and funding under Sewage Works Grant No. C-180599-06.

Finally, in our concentrated effort to obtain approval of all the contracts on this project, and issue a "Notice to Proceed," we respectfully request that your firm proceed to submit a fully executed contract along with the required Performance and Guaranty Bond to our office on or before October 20, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

cc: Win Moses, Jr., Mayor
P.R. Boller, P.E.
Richard Snouffer, Associate City Attorney
Dorothy Dillon
Frances Ganaway
File

St. Joe Interconnect Interceptor (conditional awards) 9/24/80
69-174-6, 7, 8, 9 + 10 69-175-11, 12, 13, 14, 15 + 16 69-176-17, 18, 19 & 20

CERTIFIED MAIL 69-176-17+18 9/24/80 H.I.

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

24 September 1980

Perry Excavators, Inc.
Box 207
Sturgis, MI 49091

Subject: BID SUBMITTED ON SEPTEMBER 19,1980
RESOLUTION NOS. 318-80 and 319-80

Gentlemen:

The purpose of this letter is to advise your firm that the Board of Public Works today elected to waive certain irregularities found in your bid proposals such as:

a. A signed statement of compliance with President's Executive Order 11246, 1114 and 10295.

b. An Affirmative Action Program on file with the Equal Employment Office in the City-County Building (Room 380).

Furthermore, the Board of Public Works has today conditionally awarded the contracts on these Resolutions to your firm. The Board of Public Works reserves the right to waive any irregularities in the documentation submitted by the bidder for this conditional award, but if the conditions for the bidder are not met, it will proceed to award this contract to the next lowest responsive bidder. The conditions upon which these awards were made are:

a. That all the irregularities stated above (a and b) are submitted to the Board of Public Works within the next fifteen (15) days and found to be acceptable thereafter by the appropriate governmental agencies.

b. The Environmental Protection Agency approves all contracts and funding under Sewage Works Grant No. C-180599-06.

c. The Common Council of the City of Fort Wayne approves all contracts and funding under Sewage Works Grant No. C-180599-06.

Finally, in our concentrated effort to obtain approval of all the contracts on this project, and issue a "Notice to Proceed," we respectfully request that

St. Joe Interconnect Interceptor (Conditional awards) 9/24/80
69-174-6, 7, 8, 9 & 10 69-175-11, 12, 13, 14, 15 & 16 69-176-17, 18, 19 & 20

your firm proceed to submit the fully executed contracts along with the required Performance and Guaranty Bond to our office on or before October 20, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

cc: Win Moses, Jr., Mayor
P.R. Boller, P.E.
Chief Water Pollution Control Engineer
Richard Snouffer, Associate City Attorney
Dorothy Dillon
Frances Ganaway
File

St. Joe Interconnect Interceptor (conditional awards) 9/24/80
69-174-6, 7, 8, 9 + 10 69-175-11, 12, 13, 14, 15 + 16 69-176-17, 18, 19 & 20

CERTIFIED MAIL 69-176-17 + 18 9/24/80 H.F.

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

24 September 1980

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a. That all the irregularities stated above (a and b) are submitted to the Board of Public Works within the next fifteen (15) days and found to be acceptable thereafter by the appropriate governmental agencies.

b. The Environmental Protection Agency approves all contracts and funding under Sewage Works Grant No. C-180599-06.

c. The Common Council of the City of Fort Wayne approves all contracts and funding under Sewage Works Grant No. C-180599-06.

Finally, in our concentrated effort to obtain approval of all the contracts on this project, and issue a "Notice to Proceed," we respectfully request that

St. Joe Interconnect Interceptor (Conditional awards) 9/24/80
69-174-6, 7, 8, 9 + 10 69-175-11, 12, 13, 14, 15 + 16 69-176-17, 18, 19 & 20

your firm proceed to submit the fully executed contracts along with the required Performance and Guaranty Bond to our office on or before October 20, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

cc: Win Moses, Jr., Mayor
P.R. Boller, P.E.
Chief Water Pollution Control Engineer
Richard Snouffer, Associate City Attorney
Dorothy Dillon
Frances Ganaway
File

St. Joe Interconnect Interceptor (conditional awards) 9/24/80
69-174-6, 7, 8, 9 + 10 69-175-11, 12, 13, 14, 15 + 16 69-176-17, 18, 19 & 20

69-176-19 HI.
9/24/80

CERTIFIED MAIL

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

September 24, 1980

Scheidelman Excavating, Inc.
6225 Stoney Creek Drive
Fort Wayne, IN 46825

Subject: BID SUBMITTED ON SEPTEMBER 9, 1980
RESOLUTION NO. 320-80

Gentlemen:

The purpose of this letter is to advise your firm that the Board of Public Works today has elected to waive certain irregualrities found in your bid proposal such as:

a. A signed statement of compliance with President's Executive Orders 11246, 1114 and 10295.

b. An Affirmative Action Program on file with the Equal Employment Office in the City-County Building (Room 380.)

Furthermore, the Board of Public Works has today conditionally awarded the contract on this Resolution to your firm. The Board of Public Works reserves the right to waive any irregularities in the documentation submitted by the bidder for this conditional award, but if the conditions for the bidder are not met, it will proceed to award this contract to the next lowest responsive bidder. The conditions upon which this award was made are:

a. That all the irregularities statedabove (a & b) are submitted to the Board of Public Works within the next 15 days and found to be acceptable thereafter by the appropriate governmental agencies.

b. The Environmental Protection Agency approves all contracts and funding under Sewage works Grant No. C-180599-06.

St. Joe Interconnect Interceptor (Conditional awards) 9/24/80
69-174-6, 7, 8, 9 + 10 69-175-11, 12, 13, 14, 15 + 16 69-176-17, 18, 19 & 20

Scheidelman Excavating, Inc.
6225 Stoney Creek Drive
Fort Wayne, IN 46825

c. The CommonCouncil of the City of Fort Wayne approves all contracts and funding under Sewage Works Grant No. C-180599-06.

Finally, in our concentrated effort to obtain approval of all the contracts on this project, and issue a "Notice to Proceed," we respecfully request that your firm proceed to submit a fully executed contact along with the required Performance and Guaranty Bond to our office on or before October 20, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

cc: Win Moses, Jr., Mayor
P.R. Boller, P.D.
Richard Snouffer, Associate
City Attorney
Dorothy Dillon
Frances Ganaway
File

St. Joe Interconnect Interceptor (Conditional awards) 9/24/80
69-174-6, 7, 8, 9 & 10 69-175-11, 12, 13, 14, 15 & 16 69-176-17, 18, 19 & 20

CERTIFIED MAIL 69-176-20 #I 9/24/80

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

September 24, 1980

T-G Excavating, Inc.
5544 Huguenard Road
Fort Wayne, IN 46815

Subject: BID SUBMITTED SEPTEMBER 9, 1980
RESOLUTION NO 321-80

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a. A signed statement of compliance with President's Executive Orders 11245, 1114 and 10295.

b. An Affirmative Action Program on file with the Equal Employment Office in the City-County Building (Room 380)

c. A list of your qualified M.B.E. subcontractors in accordance with FPC/35,A2.

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c. The Common Council fo the City of Fort Wayne approves all contracts and funding under Sewage Works Grant No. C-180599-06.

Finally, in our concentrated effort to obtain approval of all the contracts on this project, and issue a "Notice to Proceed," we respectfully request that your firm proceed to submit a fully executed contract along with the required Performance and Guaranty Bond to our office on or before October 20, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert Gamache, Member

cc: Win Moses, Jr., Mayor
P.R. Boller, P.E.
Richard Snouffer, Associate City Attorney
Dorothy Dillon
Frances Ganaway
File

3 5

69-165-4 H.I
9/11/80

RESOLUTION NO. 69-165-4

A resolution of the Board of Public Works of the City of Fort Wayne, Indiana, (herein after called the Municipality) indicating its willingness to accept the management responsibilities in accord with the 208 Water Quality Management Planning requirements specified in both P.L. 92-500 and P.L. 95-217.

Whereas, the Federal Water Pollution Control Act (P.L. 92-500) as amended by the Clean Water Act of 1977 (P.L. 95-217) requires the development and implementation of water quality management plans for the purpose of preventing further degradation of our streams; and

Whereas, pursuant to Section 208 and 303(e) of the Act, the Governor of the State of Indiana has designated the Stream Pollution Control Board as the state agency responsible for water quality management; and

Whereas, pursuant to Section 208, the Stream Pollution Control Board designates specific local units of government and management agencies for the purpose of implementing various pollution control measures and practices recommended in the State's Water Quality Management Plan; and

Whereas, a process exists by which all municipal units of government who intend to abate pollution may enter into the Construction Grants process for the purpose of constructing wastewater treatment facilities; and

Whereas, the municipality desires to abate water pollution within its area of legal jurisdiction and;

Whereas, the municipality further desires to be in compliance with the requirements for obtaining Federal funding for the purpose of this control; and

Whereas, the Environmental Protection Agency, Region V, has directed that only a certified and approved disignated management agency can be the recipient of a 201 municipal facilities construction grant award,

NOW, THEREFORE, BE IT RESOLVED THIS 11th DAY OF September, 1980, that the Municipality desires to be the certified and approved designated management agency for the control of water pollution sources within its area or legal jurisdiction.

Board of Public Works
City of Fort Wayne, Indiana

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert R. Gamache, Member

ATTEST

Sandra E. Kennedy, Clerk

3 5

Memorandum

To Board of Public Works Date Sept. 8, 1980

From Philip R. Boller, P.E.

Subject Resolution for 208 Management Planning

COPIES TO:

I have prepared the attached resolution for your review and adoption. The need for the adoption of this resolution is clearly explained in the attached letter to the Mayor from Stream Pollution Control Board.

The management responsiblity which the city is willing to accept by this resolution is for all the waters (waste and clear), but as you will note, I have limited it to the area of our legal jurisdiction.

Once this resolution is adopted it should be forwarded to the Stream Pollution Control Board to the attention of Oral Hert.

Respectfully,

Philip R. Boller

Philip R. Boller, P.E.
Chief Water Pollution Control Engineer

PRB/ds

Att.

9-9/29

69-165-4
9/11/80

NOTED
☐ M.L.A.
☐ R.A.S.
☐ H.R.G.

BOARD OF PUBLIC WORKS

3 5

COPY TO
PHIL BOLLER
MARK ANGEL

STATE OF INDIANA

STREAM POLLUTION CONTROL BOARD

INDIANAPOLIS 46206
1330 West Michigan Street

August 15, 1980

RECEIVED
AUG 18 1980
Mayor's Office

Hon. Winfred Moses, Jr., Mayor
City of Fort Wayne
City County Building
One Main Street
Fort Wayne, IN 46802

Dear Mayor Moses:

Re: Designation of Management Agencies

Pursuant to final U.S. Environmental Protection Agency, Region V, policy on the relationship of Construction Grant Awards to Water Quality Management Plans, as required by Federal Regulations, the Stream Pollution Control Board is proposing to designate the City of Fort Wayne as a management agency in accordance with Section 208 Water Quality Management Planning Requirements.

As a designated management agency (DMA), each municipality or special district will be required to adopt a resolution accepting the responsibility of controlling sources of water pollution within its area of legal jurisdiction by implementing its Section 201 Facility Planning responsibilities, as set forth in the State Water Quality Management Plan as well as Section 201 of the Water Pollution Control Act. Any Construction Grant may be withheld or terminated if, in the judgment of EPA, the grantee has not executed a "resolution of commitment."

Thus, in order to avoid possible withholding or termination, all applicants active in the Construction Grant Program must submit such a resolution within 60 days of the date of this correspondence. In the interim, a special grant condition will be considered by EPA to allow projects to continue in the Construction Grant process. Enclosed is a model resolution which may be utilized, if so desired.

If you have any questions relative to this correspondence, please do not hesitate to call Vincent S. Sommers at AC 317/633-0736.

Very truly yours,

Oral H. Hert
Technical Secretary

VSSommers/kc
Enclosure
cc: Mr. Thomas Bramscher
U.S. EPA, Region V

69-168-9 H.I.
9/17/80

AGREEMENT FOR SEWER EXTENSION

80-026268

5-131-80
10-28-80

THIS AGREEMENT, made in triplicate this 17th day of September, 19 80, by and between the Allen County Association for the Retarded, Inc. hereinafter referred to as "DEVELOPER", and the CITY OF FORT WAYNE, INDIANA, an Indiana municipal corporation, hereinafter referred to as "CITY",

WITNESSETH:

WHEREAS, the DEVELOPER desires to construct a sanitary sewer described as follows:

1980 NOV 19 PM 1:00
ALLEN COUNTY RECORDER
Virginia Sharp

Sanitary Sewer

Beginning at an existing manhole constructed over an existing eight inch (8") sanitary sewer said manhole being situated 220 (plus or minus) feet south of the south property line of the property described herein, and the east right-of-way of Projects Drive; Thence northerly parallel to Projects Drive a distance of 220 (plus or minus) feet terminating at a proposed manhole #1, said manhole to be located adjacent to above mentioned property line but entirely on Projects Drive right-of-way.

Said sanitary sewer shall be 8 inches in diameter, in accordance with plans, specifications, and profiles heretofore submitted to the CITY and now on file in the Office of the Chief Engineer of the Water Pollution Control Engineering Department of the CITY and known as Vocational Services Center Sanitary Sewer, which plans, specifications and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the DEVELOPER has an interest, but also adjoining land areas.

WHEREAS, the cost of construction of said sewer is represented to be $5,600 composed of $5,100 for construction costs and $500 for consultant engineering.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

DULY ENTERED FOR TAXATION
NOV 10 1980
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

Ken #7061

7.2
A Rpt

1. CONSTRUCTION OF SEWER

The DEVELOPER shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the CITY, under private contract with CITY approval. All work and materials shall be inspected by the CITY and conform with all CITY standards and specifications. Upon completion, said sewer shall become the property of CITY and all further maintenance thereafter shall be borne by the CITY.

2. COST OF CONSTRUCTION

The DEVELOPER agrees to pay the entire cost and expense of construction of said sewer, in cash, and to hold the CITY harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer, when accepted by the CITY, will initially serve the following described real estate of the DEVELOPER:

Part of the East Half of the Southeast Quarter of Section 23, Township 31 North, Range 12 East, Allen County, Indiana, described as follows:

Commencing at the Northeast corner of said Half-Quarter Section; thence South and along the centerline of U.S. Highway #27 (Coldwater Road) 428.70 feet; deflecting 90 degr. 21 min. right parallel with the North line of said Half-Quarter Section 866.79 feet to the place of beginning of this description; thence deflecting 90 degr. 21 min. left parallel with said centerline 196.40 feet; thence deflecting 89 degr. 39 min. left parallel with the North line of said Half-Quarter Section 40.03 feet; thence deflecting 89 degr. 39 min. right parallel with said centerline 212.28 feet; thence deflecting 90 degr. 00 min. right parallel with the South line of said Half-Quarter Section 492.64 feet (deed; 489.19 feet actual) to the West line of said Half-Quarter Section; thence North and along the West line of said Half-Quarter Section 454.41 feet to the place of beginning, containing 4.495 acres, together with a 35 foot ingress and egress easement more particularly described as follows:

Part of the East Half of the Southeast Quarter of Section 23, Township 31 North, Range 12 East, Allen County, Indiana, described as follows:

Beginning at a point on the West right-of-way line of U.S. Highway #27 (Coldwater Road), said point being 625.10 feet South and 30.00 feet West of the Northeast corner of said Half-Quarter Section; thence West parallel with the North line of said Half-Quarter Section 836.79 feet; thence deflecting 89 degr. 39 min. right parallel with said West right-of-way line 35.00 feet; thence deflecting 90 degr. 21 min. right parallel with the North line of said Half-Quarter Section 856.79 feet to a point on said West right-of-way line; thence South along said West right-of-way line 35.00 feet to the place of beginning, containing 0.672 acres, subject to all legal roads and highways.

As the DEVELOPER will pay for the entire cost of construction of said sewer as it pertains to the above described area, no charge

or assessment is made by this Agreement against the above described real estate for the construction of said sewer, or the use thereof, by the present or future owners of said aforedescribed real estate, except as to such standard tap-in and inspection fees as are customarily charged by the CITY for connections to City sewer main.

An area connection charge of $475.00 per acre must be paid to CITY at the time of connection by the DEVELOPER for area aforedescribed which is served by the herein described sanitary sewer. The area connection charge represents the oversizing cost expended by CITY for sewer lines for the St. Joe Interceptor as recorded by Resolution 61-140-11.

4. CHARGE AGAINST EXCESS AREA

Said sewer, however, also serves an additional or excess area as shown on the attached Exhibit "A". In the event any present or future owner of real estate shall at any time within fifteen (15) years of the date of this agreement, desire to use said sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral or local lines to service such land, CITY, through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said excess area pay to the CITY, in addition to the costs of standard tap-in and inspection fees, the sum of $0.019092 per square foot for the area served by each such connection and use, which represents the pro rata share of the cost of the extension of the CITY sewer to said area. Any amount so collected by the CITY shall be paid by the CITY within sixty (60) days of the receipt thereof to the DEVELOPER.

An area connection charge of $475.00 per acre must be paid to CITY at the time of connection by any such owner or owners of any excess area sought to be served by the herein described sanitary sewer. This area connection charge is in addition to the local charge as set forth above, and represents the oversizing cost expended by CITY for sewer lines for the St. Joe Interceptor as recorded by Resolution 61-140-11.

5. BOND

This contract is subject to DEVELOPER furnishing a satisfactory

Performance and Guaranty Bond for the value of the sewer, said bond to serve as a guarantee of said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the CITY.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water run-off caused by natural percipitation or anything other than sanitary sewage or contaminated waste.

7. RECORDING OF DOCUMENTS

The DEVELOPER further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of CITY as hereinafter provided.

8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Section 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (I.C. 19-2-7-16, I.C. 19-2-7-17 and I.C. 19-2-7-18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

CORPORATE SECRETARY:

Attest Bernard R. Lee, Treasurer

DEVELOPER:

By John D. Knight

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared John D. Knight & Bernard Lee, by who acknowledged the execution of the foregoing agreement for sewer extension as and for its voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 21 day of July, 1980.

Sue A. Schmidt
Notary Public
Sue A. Schmidt

My Commission Expires:

12-25-82

This instrument prepared by
P.R. Boller, P.E.
Chief Water Pollution Control Engineer

CITY OF FORT WAYNE, INDIANA

By
Win Moses, Jr.

BOARD OF PUBLIC WORKS

By
Mark Akers

By
Roberta Anderson Staten

By

APPROVED AS TO FORM AND LEGALITY

City Attorney

ATTEST Sandra E. Kennedy

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Win Moses, Jr., Mayor, Mark L. Akers, Chairman and Roberta Anderson-Staten, Member known to me to be the Mayor, the Members of the Board of Public Works, said Board of the City of Fort Wayne, Indiana, respectfully, and acknowledge the foregoing contract to be the voluntary act and deed of said City.

WITNESS my hand an notarial seal this 17 day of September, 1980.

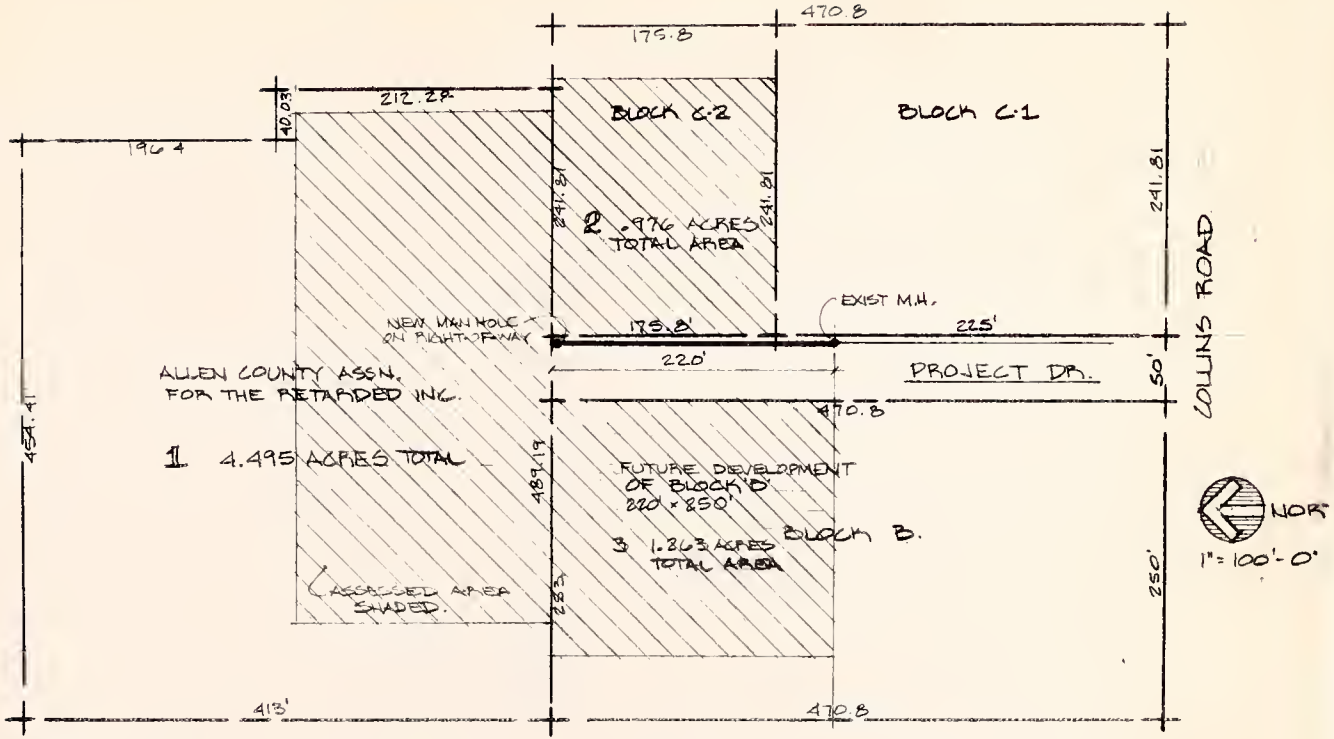
Anne J. Fox
Notary Public ANNE J. FOX

My Commission Expires:

3-6-84

This instrument prepared by
P.R. Boller, P.E.
Chief Water Pollution Control Engineer

EXHIBIT "A"



ASSESSED AREA	SQ FT	OWNER	COST/SQ.FT.	COST/PROP.	CONNECT. FEE	TOTAL COST
1	80,000	A.C.A.R.	.031465	$ 2517.21	$ 2135.12	$ 4652.33
2	35,160		"	$ 1106.32	$ 463.60	$ 1569.92
3	44,000		"	$ 1384.47	$ 587.10	$ 1971.57
	159,160				($475/ACRE TOTAL AREA)	

TOTAL COST OF SEWER $ 4508.
ENGINEERING $ 500.
$ 5008

5008 / 159,160 = .031465

ENTERPRISE CENTER
SANITARY SEWER EXTENSION

SHERBONDY-ASSOC
JUNE 10, 1980 JULY 30 R

Memorandum

To Board of Public Works Date 6 August 1980

From P.R. Boller, P.E., Chief Water Pollution Control Engineer

Subject Regional Vocational Center Sanitary Sewer - Project Drive
Reimbursement Agreement

COPIES TO:

Attached for your and Councilmanic approval is subject 15-year-reimbursement agreement. The developer, Allen County Association for the Mentally Retarded, Inc., is requesting this Agreement to recoup monies expended for the required offsite sanitary sewer, which involves, two adjacent properties.

We recommend that this agreement be introduced into City Council as soon as possible.

P.R. Boller, P.E.
Chief Water Pollution Control Engineer

NOTED
- ☐ M.L.A.
- ☐ R.A.S.
- ☐ H.R.G.

Date_____

PRB/BS/DE/ns

Attachement

BOARD OF PUBLIC WORKS
RECEIVED
AUG 0 8 1980

23

69-148-18 H.I. 8/27/80

RESOLUTION NO. 69-148-18

FORT WAYNE WATER POLLUTION CONTROL UTILITY

FORT WAYNE, INDIANA

GENERAL RULES AND REGULATIONS

In accordance with the statutes of the State of Indiana and Section 24-2 of the Fort Wayne Municipal Code, 1974, as amended, Sewers and Sewerage System, the Board of Public Works has established the following General Rules and Regulations in order to implement the safe, economical, and efficient operation of the Water Pollution Control Utility.

1. CONNECTION TO PUBLIC SANITARY SEWER REQUIRED

The Fort Wayne Municipal Code requires every property holder in the City of Fort Wayne to connect to the municipal sewerage system when a sanitary sewer is in a street, alley or easement abutting the property. A connection to the public sanitary sewer must be made within 90 days after such sanitary sewer is available.

2. BUILDING OR HOUSE SEWERS

A. No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the Sewer and Water Permits Office, Room # 780, City-County Building.

B. All costs and expense incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the City for any loss or damage that directly or indirectly be occasioned by the installation of the building sewer.

C. A separate and independent building sewer shall be provided for every building, except where one building stands at the rear of another on an interior lot and where no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway. The building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

D. A building sewer shall not cross the property of another private owner unless such private owner has granted an easement for such building sewer which is duly recorded in the office of the Allen County Recorder.

E. Existing building sewers may be used in connection with new buildings only when they are found, upon examination and test to meet the current code requirements for building sewers.

F. The size, slope, alignment, materials of construction of the building sewer, and the methods to be used in excavation, placing of the pipe, jointings, testing, and backfilling trench, shall all conform to the applicable rules and regulations of the City of Fort Wayne, Standards and Specifications and State of Indiana.

2. BUILDING OR HOUSE SEWERS - Continued

G. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow into the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

H. No persons shall make connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a sanitary sewer.

I. The connection of the building sewer into the public sewer shall conform to the applicable rules and regulations of the City. All such connections shall be made gastight and watertight. Any deviation of the prescribed procedure or material must be approved by the Chief Water Pollution Control Engineer before installation.

J. After making each sewer tap building sewer installation, the contractor shall notify the Water Pollution Control Engineering Department so that the tap and the building sewer installation can be inspected and approved before the excavation is backfilled.

K. All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City.

3. LICENSED SEWER TAP CONTRACTORS

In order to maintain strict control and quality of all taps made to the City's sewers, contractors must be licensed before being issued any permits for tapping public sewers. To be eligible for a sewer tap contractor's license, a contractor must either submit evidence to the Water Pollution Control Engineering Department of satisfactory sewer tap experience or satisfactorily pass an examination administered by the department, and have available the necessary equipment to perform the work.

The contractor must have public liability insurance, having at least $50,000 per person, $100,000 per accident, and $10,000 property damage. A performance bond of at least $5,000 is required of the contractor. A certificate of the liability insurance coverage and the performance bond must be on file with the Sewer and Water Permits Division of the Technical Service Department, Room # 780, City-County Building.

Plumbers currently licensed with the State of Indiana shall be registered with Water Pollution Control Engineering Department as a building sewer contractor.

An annual fee of $50.00 shall be paid to the Water Pollution Control Utility by each licensed sewer tap contractor.

4. EXTENSION OF CITY'S SEWERS

All new developments, subdivisions, apartment complexes, shopping centers, hotels, restaurants, or any other commercial or industrial development shall include adequate sanitary and storm systems.

If adequate public sewers do not exist, then the developer shall extend or cause to be extended adequate public sewers. Plans for any public sewer extension must be approved by the City's Water Pollution Control Engineering Department. All extensions must be designed in accordance with the current sewer design criteria, city and county, and must be constructed in accordance with the City's Standards and Specifications.

Review of the plans and inspection during construction by the Water Pollution Control Engineering Department shall be at the expense of the developer. The charge to the developer for review and approval of the sewer plans and inspection during installation of the sewers shall be based on the actual hours expended on such review and inspection, multiplied by the prevailing hourly rates for such work.

Any sewer extensions accomplished without prior review and approval of the City Water Pollution Control Engineering Department and inspection during construction shall be deemed an illegal extension and, upon discovery, shall be promptly disconnected from the City's sewerage system.

5. LIMITATION OF CONCENTRATIONS PERMITTED IN INDUSTRIAL WASTES

In reference to Section 24-9, Chapter 24, Sewers and Sewerage System, of the Fort Wayne Municipal Code, 1974, as amended by Ordinance G-14-80, the Board of Public Works under its statutory powers may further limit admission of toxic wastes on an interim basis pending amendment to Chapter 24 by the Common Council, pursuant to said Board's finding that such limitation is required to protect the health and welfare of the citizens of Fort Wayne or to comply with requirements of federal and state agencies having jurisdiction in such matters.

6. SEPTIC TANK CLEANINGS AND INDUSTRIAL WASTES ACCEPTED AT THE TREATMENT PLANT

A. Wastes that can be treated in digesters: (1) Septic tank cleanings acceptable to the Superintendent of the Water Pollution Control Plant for treatment in the plant digesters from septic tank waste hauler trucks will be handled by the Treatment Plant for charges set out in Section 24-31, Chapter 24, Sewers and Sewerage System, Fort Wayne Municipal Code, 1974, as amended by Ordinance G-14-80. (2) Milk whey and other wastes acceptable to the Superintendent of the Water Pollution Control Plant for treatment in the plant digesters from waste hauler tank trucks will be handled by the Treatment Plant for a charge as stipulated in A (1) above.

B. Wastes that cannot be treated in digesters: Commercial or industrial wastes acceptable to the Superintendent of the Water Pollution Control Plant, but which are not acceptable for treatment in the plant digesters (i.e. which must go to lagoon or other disposal), and which are received from waste hauler tank trucks, will be handled by the Treatment Plant on an individual contract basis as approved by Utility Management and the Board of Public Works, at a charge adequate to reimburse the Utility for materials, labor, and overhead costs estimated to dispose of such wastes.

6. SEPTIC TANK CLEANINGS AND INDUSTRIAL WASTES ACCEPTED AT THE TREATMENT PLANT - Continued

C. Industrial Wastes hauled by City: Industrial wastes such as cutting oils and wire drawing compounds acceptable to the Water Pollution Control Plant Superintendent and picked up in the Utility's tank truck (5,000 gallon capacity) for treatment at the plant will be handled for the charge set out in Section 24-31, Chapter 24, Sewers and Sewerage System, Fort Wayne Municipal Code, 1974, as amended by Ordinance G-14-80. Such charge includes up to two (2) hours at straight time regular working hours; for driver hours outside of regular working hours or in excess of two (2) hours, an additional charge will be made to the industry on the basis of the Utility's standard job billing procedures.

7. MAJOR INDUSTRIAL USER

When an industry is classified by the Superintendent as a "Major Industrial User", then that industry shall install flow metering equipment for the purpose of determining the sewage flow or flows to the municipal sewer. The specifications of any flow metering devices and plans for its installation shall be submitted and approved by the Water Pollution Control Plant Superintendent or his designated representative prior to its installation.

The Superintendent shall notify in writing, any person who has been classified a "Major Industrial User", and require this person or persons to install such flow monitoring equipment. Following notification, the flow monitoring equipment shall be installed within 120 days, unless a written extension of time is granted by the Superintendent. The cost of installation and maintenance of such equipment shall be the sole responsibility of the person or persons deemed to be a "Major Industrial User".

8. CONTROL MANHOLES

A. NEW FACILITIES

In order to protect both the sewerage system and the operation of the Water Pollution Control Plant, any building sewer which will have or has the potential of discharging prohibited wastes and/or wastes in excess of normal domestic sewage shall have a Control Manhole installed in accordance with either the "Specifications and Standard Drawings", revised 1980, of the Water Pollution Control Utility or an approved equal. Design specifications for such Control Manhole shall be submitted to, and approved by the Superintendent or his designated representative prior to the construction of the building sewer.

The cost to construct and maintain such Control Manhole, including flow meters if required, shall be the sole responsibility of the person discharging wastes into the public sewer. Such Control Manhole shall be located on private property and shall be readily accessible to representatives of the Utility in order to facilitate observations, measurement, and sampling of the waste being discharged.

8. CONTROL MANHOLES - Continued

B. EXISTING FACILITIES

The Water Pollution Control Utility is aware of prohibited wastes being discharged into the public sewers through building sewers in which no Control Manholes are installed. The City, therefore, has deemed it necessary to require the installation of a Control Manhole in all building sewer lines where the Superintendent has determined that any of the following conditions exist:

1. Abnormal maintenance of the sewer has been required to prevent and/or correct the occurrence of blockages, back-ups etc., which have resulted in property damage; and evidence indicates that the abnormal maintenance is the result of the discharge of wastes in excess of limitations set forth in the Fort Wayne Municipal Code.

2. There exists a concentration of persons discharging wastes into a public sewer through a building sewer or sewers not having Control Manholes.

3. The results of laboratory analysis by the Superintendent has demonstrated that the strength of wastes being discharged into the public sewer are in excess of limitations set forth in the Fort Wayne Municipal Code.

The Superintendent will notify, in writing, any person who has been identified to be in violation of any of the above mentioned conditions and shall require such person or persons to install a Control Manhole. Such Control Manhole shall be located on private property and shall be readily accessible to representatives of the Utility in order to facilitate observations, measurement, and sampling of the waste being discharged. Following notification, a Control Manhole shall be installed within 120 days, unless a written extension of time has been granted by the Superintendent. The cost to construct and maintain a Control Manhole, as designated by the Superintendent shall be the sole responsibility of the person or persons found to be discharging such wastes.

9. GREASE AND SAND TRAPS

A. NEW FACILITIES

In order to protect both the sewerage system and the operation of the Water Pollution Control Plant, any building sewer which will have or has the potential of discharging waste containing grease, oil, sand or similar substances, having quantity and characteristics above that of a normal single family residence waste, shall have a grease and/or sand trap installed in a manner to provide, at all times, the effective removal of grease, oil, sand or similar substances before discharge to the public sewer. The grease and/or sand trap shall be installed in accordance with the "Uniform Plumbing Code", Latest Edition, Chapter 7.

B. EXISTING FACILITIES

The Water Pollution Control Utility is aware of prohibited grease, oil, sand

9. GREASE AND SAND TRAPS - Continued

B. EXISTING FACILITIES

or similar substances being discharged into a public sewer where a grease and/or sand trap is not installed in the building sewer. The City, therefore, has deemed it necessary to require the installation of a grease and/or sand trap in either the building sewer or within the building's plumbing system in accordance with the "Uniform Plumbing Code", Latest Edition, Chapter 7, minimum requirements where the Superintendent has determined that any one of the following conditions exist:

1. Abnormal maintenance of the sewer has been required to prevent the occurrence of blockages, back-ups, etc., resulting in property damage; and evidence indicates that the cause of this abnormal maintenance is the result of the discharge of prohibited wastes and/or wastes in excess of limitations set out in the Fort Wayne Municipal Code.

2. There exists a concentration of persons discharging prohibited wastes into a public sewer without the benefit of any grease, and/or sand trap.

3. The results of laboratory analysis by the Superintendent has demonstrated that the strength of wastes being discharged into the public sewer are in excess of the limitations set out in the Fort Wayne Municipal Code.

The Superintendent will notify, in writing, any person who has been identified to be in violation of any of the above mentioned conditions and shall require such person or persons to install a grease and/or sand trap. Following notification, the grease and/or sand trap shall be installed within 120 days, unless a written extension of time has been granted by the Superintendent. The cost to construct and maintain the grease and/or sand trap shall be the sole responsibility of the person or persons found to be discharging such wastes.

10. INITIATION OF SEWERAGE SERVICE BILLINGS AND FLAT RATE CHARGES

In order to maintain an effective procedure for the orderly billing of any person who may now, or in the future, discharge waste into a public sewer for treatment by the Water Pollution Control Utility, billing for sewerage service will be initiated as follows:

A. NEW FACILITIES

1. The Service Investigator will notify the Customer Service Department to commence sewerage service billing for any property beginning with the date of the water meter "set" or the occupancy of such property whichever date is earlier.

10. INITIATION OF SEWERAGE SERVICE BILLINGS AND FLAT RATE CHARGES - Continued

A. NEW FACILITIES

2. All billings shall be to the legal property owner of record except where a tenant or occupant signs a contract assuming liability for the payment of the sewerage service charge. However, the entering into a contract by a tenant or occupant in no way relieves the owner of liability in the event payment is not made. According to the Acts of the General Assembly of Indiana 1976, Chapter 284, delinquent sewer charges are the responsibility of the property owner and if they are not paid by the user (tenant) should be collected by placing them as a lien against the property and be included on the tax duplicate along with property taxes.

B. EXISTING FACILITIES

1. Any property found to be connected to a public sewer for the discharge of sewage without payment, therefore, shall be placed on monthly billings immediately; and the user of the service shall be back-billed for the period of use either at the metered use charge or the monthly flat charge set out in Chapter 24, Sewers and Sewerage System, of the Fort Wayne Municipal Code.

2. Any property which has a public sewer available but is not connected thereto shall be referred to the City-County Board of Health for enforcement of applicable sanitary codes requiring connection to such public sewer.

11. ENFORCEMENT

In accordance with Section 24-7 of the Fort Wayne Municipal Code, 1974, as amended by Ordinance G-14-80, the power to enforce the provisions of Chapter 24 of the Fort Wayne Municipal Code shall be vested in the Superintendent of the Water Pollution Control Plant and the Supervisor of Industrial Waste Control. These persons shall have the authority to:

1. Issue Notices of Violation

2. Call Administrative Hearings for the purpose of establishing compliance schedules.

3. Issue direct court summons.

4. Forward complaints of non-compliance to the City Attorney.

12. ENFORCEMENT PROCEDURE

It shall be the policy of the City of Fort Wayne in accordance with Section 24-7 of the Municipal Code, 1974, as amended, to enforce the provisions of Chapter 24, Sewers and Sewerage System, of said Municipal Code in the following manner. Contractually specified enforcement procedures which conflict with any portion of this Section shall take precedence over the conflicting portion of said Section.

12. ENFORCEMENT PROCEDURE - Continued

1. Notice of Violation: All persons found to be in violation of any portion of Chapter 24 of the Fort Wayne Municipal Code, 1974, as amended, shall be served with a written "Notice of Violation" by the Water Pollution Control Superintendent or his designated representative, stating the nature of the violation or violations and providing a reasonable period of time within which corrective action shall be taken, except where continuation of the violation or violations may endanger operating or maintenance of the Sewers and Sewerage System or may become a public nuisance.

2. Administrative Hearing: Violators failing to respond to the "Notice of Violation" shall be called before an Administrative Board of Hearing. An attempt will be made to resolve the matter in an equitable fashion and an Administrative Order will be drawn up specifying a schedule of compliance and/or a compliance date.

   The Administrative Board shall consist of the Superintendent, Supervisor of Industrial Waste or designated representative, an Associate City Attorney, and a Recording Secretary.

3. Court Action: Violations of Administrative Orders shall be referred immediately to the City Attorney, for enforcement in the Court of Jurisdiction. The referral shall include a request for the pursuit of the maximum penalty applicable under Section 24-6 of the Fort Wayne Municipal Code 1974, as amended.

13. LIMITATION OF CONCENTRATIONS PERMITTED IN INDUSTRIAL WASTES.

In keeping with provisions of Section 24-9-108 of the Fort Wayne Municipal Code 1974, as amended by Ordinance G-14-80, concerning the admission of certain toxic wastes to the Fort Wayne Sewerage System, the Board of Public Works in conformance with Section 24-2 of the Fort Wayne Municipal Code 1974 as amended by Ordinance G-14-80, hereby limits the discharge of toxic ions, compounds or substances to concentrations entering the City's sewerage system not to exceed the concentrations(s) listed below:

Constituent	Concentration (mg/l)
Nickel	2.0

AMENDMENTS AND REVISIONS

The Board of Public Works of the City of Fort Wayne, Indiana, reserves the right, by appropriate action, to amend, modify, delete, change or otherwise revise these General Rules and Regulations as it may deem, from time to time, to be desirable and/or necessary.

Approved by the Board of Public Works in their regular meeting on

August 27, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert R. Gamache, Member

ATTEST

Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY

Effective: 8-27-80

24

orig

69-148-19 N.I. 8/27/80

1980 OCT 24 AM 8:52
ALLEN COUNTY RECORDER
Virginia L Young

SUPPLEMENTAL AGREEMENT FOR SEWER EXTENSION

80-023573

5-121-80
9-23-80
10-14-80

THIS SUPPLEMENTAL AGREEMENT, made in triplicate this 27 day of August 1980, by and between M & C Properties, a general partnership, consisting of Harley Graham and Tom Martin, hereinafter referred to as "DEVELOPER," and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY,"

WITNESSETH:

WHEREAS, DEVELOPER and CITY did enter into a Sewer Extension Agreement on April 2, 1980, as recorded by Document #80-010229, and

WHEREAS, the City of Fort Wayne Airport Authority has expressed a desire to construct an extension to the sanitary sewer being constructed by this document which is described as follows:

> Beginning at a proposed manhole located 40± LF South of and 15± LF West of the intersection of Keller Road and West Perimeter Road, thence, Southerly 1600± LF along a line parallel with Keller Road.

Said sewer extension shall be 12" in diameter in accordance with plans, specifications and profiles heretofore submitted to the CITY and now on file in the office of the Chief Engineer of the Water Pollution Control Utilities of the CITY and known as the Keller Road Sanitary Sewer Extension which plans, specifications, profiles are by reference incorporated herein and made a part hereof, and

WHEREAS, DEVELOPER will have installed the sewer extension for the same unit prices where were bid November 26, 1979, for the sewer extension agreement, more specifically:

1600±	12" ABS Pipe	@	$ 28.35	=	$45,360.00
2000± tons	Bank Run gravel	@	$ 2.75	=	$ 5,500.00
4± each	48" Precast Manhole complete with casting	@	$ 1,500.00	=	$ 6,000.00
400± tons	#73 curshed stone	@	$ 4.70	=	$ 1,880.00
L.S.	Grading & Seeding	@		=	$ 2,418.80

DULY ENTERED FOR TAXATION
OCT 24 1980
Gloria J. Gaglein
AUDITOR OF ALLEN COUNTY

5.70 BG

Ken # 7061

WHEREAS, the cost of construction for the City of Fort Wayne's Board of Aviation represented to be $50,000.00 and these monies have been submitted to the City.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER EXTENSION:

The DEVELOPER shall cause said sewer extension to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the CITY.

2. COST OF CONSTRUCTION:

It is agreed that DEVELOPER will pay its contractor the total cost of construction for said sewer extension. City will reimburse DEVELOPER for the total cost of construction of this sewer extension in accordance with the provisions made within the above referenced Sewer Extension Agreement #80-010229.

3. SEWER EXTENSION AGREEMENT:

All conditions of the above referenced Sewer Extension Agreement #80-010229 shall remain in full force.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER: M & G PROPERTIES

BY: Tom Martin
Tom Martin, Partner

BY: Harley Graham
Harley Graham, Partner

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personall appeared Tom Martin and Harley Graham as the co-partners of M & G Properties, who acknowledge the execution of the foregoing agreement for sewer extension, as and for its voluntary act and deed for the uses and purposes therein contained.

Witness my hand and notarial seal this 21st day of August, 1980.

Gayle Hostmann Logue
Notary Public
Resident of Allen County

My Commission Expires:
February 26, 1983

CITY OF FORT WAYNE, INDIANA

BY: Win Moses Jr
Win Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

BY:
Mark L. Akers, Chairman

BY: Roberta Anderson Staten
Roberta Anderson Staten, Member

BY:
Herbert R. Gamache, Member

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

Associate City Attorney

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Win Moses, Jr., Mark L. Akers, Roberta Anderson Staten and Herbert R. Gamache, known to me to be the Mayor and the members of the Board of Public Works, respectively, all of the City of Fort Wayne, Indiana, who acknowledged the execution of the foregoing agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 27 day of August, 1980.

Anne J. Fox

Anne J. Fox, Notary Public
Resident of Allen County

My Commission Expires:

March 6, 1984

This instrument prepared by:

Philip R. Boller, P.E.
Chief Water Pollution Control Engineer

69-147-9 H.I.
8/27/80

DECLARATORY RESOLUTION No. 1439 19 80

a permanent easement

For the ~~Vacation - Opening~~ - Condemnation of ~~right-of-way~~ for ~~utility~~ purposes the building of a dike on part of SW¼ Sec. 3 T 30 R 12 lying east of Lots #9 and #10, J. O. Brown's Add. Extended.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn right-of-way across part of SW¼ Sec. 3, T 30 R 12 E lying east of Lots #9 and #10, J. O. Brown's Add. Extended, more particularly described as follows: Commencing at a point on the east R/W line of Watkins St. which is 8' north of the northwest corner of Lot #10, J. O. Brown's Addition; thence east 147' on a line which is parallel to the north property line of said Lot #10 extended; which is the true point of beginning; thence continue east along said north property line a distance of 2'; thence south 36.5' on a line which is parallel to the east R/W of Watkins St.; thence west 18' on a line parallel to the north property line; thence northeasterly to the point of beginning.

a permanent easement dike

All as shown by a plan of such proposed ~~Vacation - Opening~~ - Condemnation of ~~right-of-way~~ for ~~utility~~ purposes as above described, now on file in the Office of the Department of Public Works of the City of Fort Wayne, Indiana

a permanent easement dike

The cost of said ~~Vacation - Opening~~ - Condemnation of ~~right-of-way~~ for ~~utility~~ purposes shall be assessed against the property beneficially affected thereby.

**a permanent easement

The property which may be injuriously or beneficially affected by ~~such Vacation - Opening~~ - Condemnation of ~~right-of-way~~ for ~~utility~~ purposes is described as follows: dike Pt. SW¼ Sec. 3, T 30 N, R 12 E lying east of Lots #9 and #10, J. O. Brown's Add.; said space is inclusive to the City of Fort Wayne, Indiana.

All according to the method and manner provided for in an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations", as approved March 6, 1905 and the provisions of all acts amendatory thereto and supplemental thereof, including the right to bond assessments as in said law ordered.

Assessments if deferred are to be paid in ten equal installments with interest at the rate of five (5)% per annum. Under no circumstances shall the City of Fort Wayne, Indiana be or be held responsible for any sum or sums due from the said property owner or owners, or for the payment of any bond or bonds, except for such moneys as shall have been actually received by the City from the assessments for such property damages as said City is by said above entitled act required to pay. All proceedings had in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

The vacation of the above described _____ shall be subject to an easement for the use of the City of Fort Wayne, Indiana, and other public utilities for the construction and maintenance of sewers, water mains, gas mains, electric pole lines and conduits, telephone and telegraph pole lines and conduits.

All ~~Streets, alleys and~~ lands affected by the above described condemnation are situated in the SW¼, Section 3, T 30 N, R 12 E, and lie wholly within the Corporate Limits of the City of Fort Wayne, Indiana.

ADOPTED THIS 27th DAY OF August 19 80

Attest: Sandra E Kennedy
Secretary Board of Public Works.

Board of Public Works.

69-143-27 H.F
8/20/80

STREET LIGHTING RESOLUTION
No. #146-80
Street Lighting Maintenance

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to obtain bids for the maintenance of the municipally owned street lighting system of said City for the balance of the current year 1980 and for the calendar year 1981 and such work is now ordered.

The current Street Lighting Maintenance contract will terminate when newly bid contract becomes legal and binding.

Adopted this 20th day of August 1980.

Board of Public Works

Attest: Linda E. Kennedy

227

69-143-24 H.I. 8/20/80

NEUHAUS INTERCONNECT INTERCEPTOR
RESOLUTION NO. 329-80
PHASE III

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

MAIN

Beginning at a proposed manhole structure which is a part of Phase I located 20± LF north of the intersection of Westgate Drive and West State Boulevard; thence westerly 1900± LF to a proposed manhole located 5± LF south of and 15± LF east of the intersection of West State Boulevard and Leesburg Road; thence northwesterly within the Right-of-Way of said Leesburg Road 3190± LF terminating at a proposed cleanout located 250± LF north of and 330± LF west of the intersection of Leesburg Road and Leesmoor Lane.

LATERAL #10

Beginning at a proposed manhole located 25± LF south of and 50± LF west of the intersection of Leesburg Road and Leesmoor Lane; thence southwesterly 135± LF to a proposed manhole located 50± LF south of and 60± LF west of the intersection of Leesburg Road and Leesmoor Lane; thence southerly along and parallel to the west Right-of-Way of said Leesmoor Lane 1735± LF terminating at a proposed manhole located 5± LF south of and 10± LF east of the southeast corner of Lot No. 17 of Fiechter's Leesburg Trail Addition.

Said sewer shall be 8" and 10" in diameter.

The total cost of said sewer improvement shall be paid by funds from the Federal, State and City governmental agencies. The City monies will be appropriated from the Sewer Utility Fund of City Utilities. These monies will be repaid to City Utilities through the adoption, by the Board of Public Works, of a Resolution tion which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include any adjusted connection charge previously established by the Board of Public Works, for thos directly benefitted property owners, under the Spy Run Interceptor and Smith Field Interceptor adopted by the Board of Public Works on March 14, 1968. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed Two Thousand Five Hundred ($2,500.00) Dollars for a period of not less than one (1) year after it is established by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-71- to 23, any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

2227

ADOPTED THIS 20 DAY OF August, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate
City Attorney

Prepared by:

P.R. Boller, P.E.

28

69-143-26 M.I.
8/20/80

FORT WAYNE WATER UTILITY

Fort Wayne, Indiana

GENERAL RULES AND REGULATIONS

Approved by
Board of Public Works
and made effective
on
August 20, 1980

WTRRP
JOB L
STORED FF#1

8/8/80

FORT WAYNE WATER UTILITY
Fort Wayne, Indiana

GENERAL RULES AND REGULATIONS

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FORT WAYNE WATER UTILITY

Fort Wayne, Indiana

GENERAL RULES AND REGULATIONS

The rules and regulations of the Utility, as amended and supplemented from time to time, shall govern all water service rendered or to be rendered by the Utility, shall be binding upon every customer, and shall constitute a part of the terms and conditions of every contract for water service, whether expressly incorporated therein or not or whether or not a signed application for water service is on file.

DEFINITIONS:

The following words, as used in these General Rules and Regulations, have the following respective meanings:

A CURB STOP or SERVICE VALVE is a fitting inserted in the service pipe near the curb or main for turning on and shutting off water to the premises supplied or to be supplied.

A CUSTOMER or CONSUMER is the person, firm, corporation, governmental agency or association having interest, whether legal or equitable, sole or only partial, either as tenant or owner, in any property which is, or is to be, supplied with water service, either temporarily or permanently, by the Utility and all those having such interest.

A DISTRIBUTION MAIN is a pipe owned by the Utility, located in a street, easement, road, right-of-way and/or alley and used to deliver water:

(a) To fire hydrants or fire lines;

(b) To service pipes attached to said main; and/or

(c) To private mains.

A METER is a mechanical device owned by the Utility and used to measure and record the quantity of water supplied to the customer.

A MONTH is the period between any two consecutive regular billings by the Utility for service rendered to a customer at his premises. Such billings are scheduled at intervals of approximately thirty-days.

A PREMISES is a dwelling, building, structure or parcel of real estate which is normally supplied through a separate service pipe and meter installation.

A PRIVATE FIRE SERVICE is a privately owned arrangement of pipes, fixtures and devices designed for stand-by service and from which water is taken only for the extinguishment of fires.

DEFINITIONS - (continued)

A PRIVATE MAIN is a privately owned pipe connected to the Utility's distribution system and used to deliver water:

(a) For private fire service purposes and/or

(b) For general service purposes; service rendered through such private main shall be billed directly by the Utility in accordance with established rates unless otherwise provided by written contract.

A SERVICE CONNECTION is that portion of a Service Pipe situated between and including the Tap and the Curb Stop, which is installed and/or maintained by the Utility.

A SERVICE PIPE is a supply pipe including fittings leading from the tap in the distribution main to or into the premises supplied or to be supplied.

A TAP or CORPORATION COCK is a fitting owned by the Utility and inserted in the distribution main to which the service pipe is attached.

The UTILITY is the Fort Wayne Water Utility, a department of the City of Fort Wayne, Indiana, having its principal office at One East Main Street, City-County Building, Fort Wayne, Indiana, and engaged in furnishing the public water supply in the City of Fort Wayne and its environs.

1. RULES AND REGULATIONS ON FILE

A copy of all rates, rules and regulations under which water service will be rendered is filed for the convenience of the public in the General Office of the Operations Division of the Utility and with the Public Service Commission of the State of Indiana.

Information Provided by Utility to Applicants and Customers:

The Utility will publish and distribute, without request, a comprehensive pamphlet which, in clear language, easily understandable to the layman, fully describes the rights and responsibilities of the customer.

The Utility shall supply, free of charge, a copy of the rate schedules applicable to the types of service available to new applicants and existing customers, upon request by the applicant or customer.

The Utility, whenever it petitions the Public Service Commission for a change in its base rate schedule, shall furnish to each customer, within forty-five (45) days of such request and prior to the date of the public hearing, a notice, mailed to each customer at his address as shown on the Utility's records, which fairly summarizes the nature and extent of the proposed changes.

2. WRITTEN APPLICATION OR CONTRACT REQUIRED

A written service application or a properly executed contract will be required from a prospective customer (including a contractor or builder) before the Utility will supply service; however, the Utility shall have the right to reject an application for any valid reason. Where unusual construction or equipment expenses will be involved in furnishing the service, the Utility may require the contract to be for an appropriate period of time specified by the Utility when the contract is executed.

The prospective customer must show positive identification when applying for service (i.e. driver's license, employee identification card). A written contract for service is in full force and effect until the party contracting for said service serves the Utility with notification of termination of service.

If the Utility denies service, then it must immediately notify the applicant, in writing, stating the precise facts upon which the Utility based its decision and provide the applicant with an opportunity to rebut such facts and show other facts demonstrating his creditworthiness.

3. MODIFICATION OF CONTRACT

No promises, agreements or representations by any agent of the Utility shall be binding upon the Utility unless they have been incorporated in a written contract signed and approved by an agent of the Utility authorized to sign such contract on behalf of the Utility.

4. ASSIGNMENT OF CONTRACT

The benefits and obligations under any contract for the supply of water by the Utility shall begin when the Utility commences to supply water service thereunder and shall inure to and be binding upon the successors, assigns, survivors, executors or administrators, as the case may be, of the original parties thereto, respectively, for the full term thereof; provided, that no assignment thereof shall be made by the customer or by any successor, assign, survivor, executor or administrator unless the Utility's written consent to any such assignment is first obtained.

5. FEES AND DEPOSITS

A $15.00 fee shall be levied to each customer desiring and/or requiring water service to be turned off and on again for the purpose of making repairs to private plumbing system, extended absence, etc., for benefit or convenience of said customer. The said fee shall be chargeable to the customer's account at the time the request is received for the service to be turned off.

The Utility will require from each applicant for water service a maximum cash deposit equal to their estimated billing for a period of sixty (60) days, but not less than $15.00, as a guarantee against the nonpayment of bills for service.

The Utility may require a present customer to make a reasonable cash deposit when the customer has been mailed a disconnect notice for two (2) consecutive months or any three (3) months within the preceding twelve (12) month period, or when the service has been disconnected pursuant to Section 18 - Payment of Bills. The amount of such deposit may not exceed an amount equal to their estimated billing for a period of sixty (60) days, but not less than $15.00, as a guarantee against non-payment of future bills for service. In cases where such deposit is required as a result of a disconnection for non-payment, full payment of the deposit may be required prior to reconnection.

Any deposit shall be refunded promptly, along with a statement accounting for each transaction involving the deposit, upon satisfactory payment by the customer for a period of twelve (12) consecutive months. Any customer whose account was delinquent for any two consecutive months during said twelve month period shall not qualify for such consideration.

5. FEES AND DEPOSITS - (continued)

Following customer-requested termination of service:

(a) The Utility shall require payment of any past due balance currently billed and owing;

(b) The Utility shall apply the deposit to the final bill;

(c) Any portion of said deposit remaining after such application shall be forwarded to the customer, or, at the customer's request, applied to the customer's new service address.

The Utility shall maintain a record of each applicant or customer making a deposit which shows:

(a) The name of the customer;

(b) The current address of the customer so long as he maintains an active account with the Utility in his name;

(c) The amount of the deposit;

(d) The date the deposit was made; and

(e) A record of each transaction affecting such deposit.

Each customer shall be provided a written receipt from the Utility at the time his deposit is paid.

Any deposit made by the applicant, customer, or any other person to the Utility (less any lawful deductions), or any sum which the Utility is ordered to refund for utility service, which has remained unclaimed for seven (7) years after the Utility has made diligent efforts to locate the person who made such deposit or the heirs of such persons, shall be presumed abandoned and treated in accordance with the laws of this state (Uniform Disposition of Unclaimed Property Act).

A deposit may be used by the Utility to cover any unpaid balance following disconnection of service, provided, however, that any surplus may be returned to the customer. In instances where the deposit is used to apply to arrearages, the Utility may require a new deposit to replace that applied to unpaid balances before service is reconnected.

6. DESCRIPTION OF SERVICE TO BE FURNISHED

Upon request, the customer shall present to the Utility a written list of the devices which are to be attached to the Utility's lines, giving the location of the building. The Utility then will advise the form and character of the supply available.

7. TURNING ON WATER SERVICE

Until a contract for water service has been executed and a meter has been installed, or a three-month use permit for residential construction has been obtained, or special arrangements are made to pay for other temporary unmetered water usage, water shall not be turned on at any premises, and then only by a Water Utility representative. Water will not be turned on unless there is at least one adult person present to see that all water outlets on the premises are closed in order to prevent water damage.

If the Utility schedules an appointment for turning on services, for any reason, and the customer fails to keep that appointment, necessitating an additional trip to the premises by the Utility, a $15.00 service charge will be levied.

When water is required to test plumbing before a water contract has been executed and a meter installed, a Water Utility employee shall be called to make the turn-on and turn-off. It is a violation of both the Water Utility's General Rules and Regulations and the Fort Wayne Municipal Code for anyone except a Water Utility employee to make such turn-ons.

No person but an authorized representative of the Utility, the Fire Department, the City Street Department or the City's Water Pollution Control Department shall open or operate any fire hydrant to which water is supplied by the Utility, or remove the nozzle cap.

A Violation of this rule will subject the offender to the penalty provided in the Municipal Code and to payment for the estimated quantity of water consumed or wasted during the period the water was turned on without authority from the Water Utility. In addition, the Utility will levy a $15.00 service charge for the first trip to the premises, a $30.00 service charge for each and every additional service call, and any applicable hourly charges for Utility personnel.

8. DISCONTINUANCE OF SERVICE

Upon Customer's Request:

A. The customer shall notify the Utility at least seven (7) working days in advance of the day discontinuance is desired. In the case of discontinuance of a "fire protection service," the customer's notice shall be in written form, signed by an authorized agent or representative of the said customer. The customer shall remain responsible for all service used and the billings therefor until service is discontinued pursuant to such notice.

8. DISCONTINUANCE OF SERVICE - (continued)

B. Upon request by a customer of the Utility to discontinue service, the Utility shall discontinue the service within seven (7) working days of the requested discontinuance date. The customer shall not be liable for any service rendered to such address or location after the expiration of these seven (7) working days.

The customer is responsible for providing access to the premises for an actual final reading within the seven (7) day period. Failure to do so will result in the Utility rendering a final bill based on an average of previous consumption. No adjustments will be made after the expiration of the seven (7) day period.

C. There will be no abatement of charges in whole or in part by reason of the extended absence of the customer for any cause unless the Utility has been notified to turn off the water.

D. When water service is temporarily discontinued at the request of the customer, a charge of Fifteen Dollars ($15.00) to cover the expense of turning the water off and on, may be made at the time the water is turned on.

E. This rule (8. Discontinuance of Service), shall not apply to any case where a customer has entered into a contract with the Utility to take service from the Utility for a definite period of time specified or provided for in such contract, and such stipulated time has not expired.

Time:

The Utility will disconnect service only between the hours of 8:00 o'clock a.m. and 4:30 o'clock p.m., prevailing local time.

The Utility will not disconnect service for non-payment on any day on which the Utility's offices are closed to the public, or after twelve noon (12:00 noon) of the day immediately preceding any day on which the Utility office is not open to the public.

Without Customer's Request:

A. The Utility may disconnect service without request by the customer:

(1) When an emergency exists;

(2) For any use of water not authorized by the Utility;

(3) For unprotected cross-connections of a customer's water pipes to any other source of water supply or for permitting any condition to exist about the premises that causes or might cause contamination and/or pollution of the public water supply, or any part thereof;

8. DISCONTINUANCE OF SERVICE - (continued)

(4) Upon order by any authority having jurisdiction of such matters;

(5) For failure to repair any leak in the service pipe or appurtenances between the service connection and the meter, or in any private fire protection system or other unmetered facilities;

(6) For any tampering or knowingly permitting any tampering with any service pipe, curb stop or service valve, meter or meter seal, or any other appliance or equipment owned by the Utility;

(7) For vacancy of premises;

(8) For failure to pay in accordance with these rules any water bills or other charges in connection with water utility service installations or facilities at the service address, other service address, or otherwise, except as noted hereafter;

(9) For failure to provide free and non-hazardous access to the premises and meter, appliances and/or other Utility owned equipment, so that representatives of the Utility may take meter readings, make all necessary inspections, and maintain, replace, or remove the meter, appliances and/or equipment;

(10) For failure to maintain approved meter settings, including pits and vaults;

(11) For installing a new service pipe and appurtenances or altering or removing existing service pipe and appurtenances, including the meter, without written authority of the Utility.

(12) For waste or excessive use by a customer on a special purpose unmetered rate in excess of contract.

B. In each case, except those arising under subparagraphs 1, 2, 3, 4, 6, 11 and 12 of this paragraph 8, the Utility shall give written notice of at least five (5) days either mailed to such Customer at his address as shown on the Utility's records or personally delivered to him or a person on the premises, advising the customer of the reason for the proposed discontinuance of service and stating that service will be discontinued if the reason continues uncorrected. In cases provided for in subparagraphs 1, 2, 3, 4, 6, 11 and 12, the Utility may discontinue service without notice.

C. The remedies provided to the Utility in these Rules and Regulations shall not be exclusive and shall be in addition to any other remedies which the Utility has at law or in equity.

8. DISCONTINUANCE OF SERVICE - (continued)

D. When water service to the premises has been terminated for any reason, it will be renewed upon proper application when the conditions under which such service was discontinued have been corrected, when all charges due from the customer have been settled, and when arrangements have been made to provide access to the premises during the regular working hours of the Utility (8:00 a.m. - 5:00 p.m.). No payments in lieu of disconnections shall be accepted by Utility personnel in the field. A $15.00 service charge will be due and owing at the time the Disconnect Order is issued, whether disconnection of service has been effectuated or not prior to the correction of the condition or conditions under which such service was scheduled to be discontinued. If the shutting off or renewal of service involves any excavating, the cost of such work shall be borne by the customer.

Prohibited Disconnections:

Except as otherwise provided, the Utility shall postpone or cause to be postponed the disconnection of service for thirty (30) days if, prior to the disconnect date specified in the disconnect notice, the customer provides the Utility with a medical statement from a licensed physician or public health official which states that disconnection would be a serious and immediate threat to the health or safety of a designated person in the household of the customer. The postponement or disconnection shall be continued for one additional thirty (30) day period upon the provision of an additional such medical statement.

The Utility may not disconnect service to the customer:

(1) Upon his failure to pay for the service rendered at a different metering address, residence or location if such bill has remained unpaid for less than forty-five (45) days;

(2) Upon his failure to pay for services to a previous occupant of premises to be served, unless the Utility has good reason to believe the customer is attempting to defraud the Utility by using another name.

9. SERVICE CONNECTIONS

A. The Utility reserves the right to determine the placement of each service connection so that the curb stop will, as a general rule, be located between the present or proposed sidewalk and curb, or at such other location that will, in the judgment of the Utility, provide a safer, more convenience or more satisfactory location for the curb stop and service box.

B. The Utility, or the customer under the Utility's supervision, will furnish the labor, equipment and materials for and install the service connection, which shall include the tap in the main, the curb stop and box and that portion of the service pipe between them. The

9. SERVICE CONNECTIONS - (continued)

customer shall pay the Utility for the cost of such service connections totally installed by the Utility, or for that portion of such service connections partially installed by the Utility. For regular three-quarter inch through through two (2) inch services totally installed by the Utility, a standard price shall be paid. For three-quarter-inch thru two (2) inch services requiring longer than usual runs or runs made in congested areas and for four (4) inch and larger services, the actual or estimated cost of the service connection shall be paid.

C. The customer, at his own expense, shall install or cause to be installed the service pipe beyond the curb stop and into his own premises. The Utility and/or City-County Plumbing Inspector reserve the right to inspect each service run made by a plumber, a contractor or an individual customer for proper materials and depth of service before the service trench is backfilled. However, the quality of materials and workmanship going into such service run shall be the customer's responsibility.

As a general rule, water service will be furnished through a single service pipe to only one property. Where a single property consists of several units or buildings, and is served by a single service pipe, the property owner has the option of valving and metering each unit or building separately. A separate valve must be provided, outside the building and accessible to the Utility, for each metered unit or building. If the situation is exceptional, requiring special consideration, the Utility may make such arrangements as the circumstances require.

In a case where a service has been installed prior to the adoption of and not in accordance with these General Rules and Regulations, where water is being taken through a single curb stop to supply two or more units, buildings or premises, each customer benefiting from such arrangement shall be responsible for the payment of his own water bills and all other legitimate charges.

Any violation of the Rules of the Utility by either of the occupants of said premises shall be deemed a violation as to all, and the Utility may enforce compliance with these Rules by shutting off the supply of water to all, except that such action will not be taken until the innocent customer not in violation of the Utility's Rules has been given wirtten notice and a reasonable opportunity to attach his service pipe, at his own expense, to a separately controlled curb stop.

D. All service pipe shall be lead, grey cast or ductile cast iron, brass or type "K" copper from the curb stop to the meter. No service pipe shall be less than three-quarters of an inch nominal diameter, and all service pipes shall be installed with a minimum of four (4) feet of cover.

9. SERVICE CONNECTIONS - (continued)

E. Service pipes, curb stops, service boxes, meter pits, stop and waste valves and other fixtures used in the installation of, repairs to or additions to service pipes shall be of a type and quality approved by the Utility. The material and supplies of any manufacturer which are in accordance with the Utility's materials standards may be used.

F. A new service pipe between the distribution main and a building shall be run in a direct line, whenever it is practicable and possible, without bends and at a depth of not less than four (4) feet. No pipe having joints shall be driven. Service pipes shall not be laid in the same trench with sewers or any other conduit unless approval has been given in writing by the Utility's Engineering Department.

10. MAINTENANCE OF SERVICE PIPES AND METER BOXES

A. The service connection and its fixtures from the water main to and including the curb stop or service valve shall be maintained in good repair at the expense of the Utility, including replacement of necessary parts because of damage, corrosion, tuberculation, or other deterioration. However, if replacement is made necessary due to increased demand by the customer, such replacement shall be at the customer's expense.

B. The service pipe and its fixtures from the curb stop or service valve into the property served, the meter excepted, shall be maintained at the expense of the customer or owner of the property, and any leaks or other defects in the same shall be promptly repaired by him. A service line or private main extended to property not adjacent to a Utility water main, whether extended through public or private property, shall be maintained by the customer or owner, unless such line or main has been accepted in writing for maintenance by the Utility. If needed repairs are not made to such service line or private main within five (5) days after written notification by the Utility, the customer or property owner may be charged $15.00 per day for each day following the said five (5) day period of grace that the water leak or other defect is allowed to continue.

C. All meter boxes (including so called pits or vaults) constructed or installed by the owner, regardless of location, and all such boxes constructed or installed by the Utility and located on private property shall be maintained in good repair by the owner at his expense. If an approved, frostproof meter box, located within a public right-of-way, is installed by the Utility, the Utility will maintain such box at its expense. However, the Utility will not maintain the piping leading to and from such meter box, except the piping between the water main and the curb stop, as referred to in paragraph "A", above.

11. THAWING FROZEN SERVICES

A. The thawing of frozen service pipes may be performed by the Utility at the customer's request. However, the Utility requires a signed agreement from the customer covering the thawing of a service before the thawing is commenced.

B. For the first thawing service performed during each winter season, a flat charge of $45.00 will be made. For each subsequent thaw of the same service during the same winter season, a charge of $60.00 will be made. If, at the customer's request, work is done after regular working hours or on a Saturday, a Sunday or a holiday, the foregoing charges will be increased by 50% for work performed after regular working hours and on Saturday, and the foregoing charges will be increased by 100% for work performed on Sundays and/or on holidays. If the customer's water service line (curb stop to house) is ruptured by ice pressue, repairs must be arranged for by the customer with a private plumber and at the customer's expense.

C. When a distribution main is found to be frozen, the Utility will thaw at its own expense the service pipes connected with that part of the main which is frozen.

D. At the request of any customer, the Utility will make an investigation (but not including any excavating) and inform the customer of any conditions found upon the premises which might occasion the freezing and advise him of the steps necessary to remedy such condition. A $15.00 service charge may be levied for such service.

12. INSIDE PIPING AND SERVICE LINES

A. Each applicant for service shall, at his own expense, equip his main supply line with a suitable shut-off valve or valves just inside the foundation wall and shall provide all piping and attachments, all of which shall be assembled, installed and maintained by him, subject to the approval of any authorized inspectors and in accordance with the General Rules and Regulations of the Utility then in force.

B. Each three-quarter-inch (3/4") service line shall have a compression-type stop and waste valve on the inlet side of the meter. Each one-inch (1") or larger service line shall have gate or ball type shut-off valves on both the inlet and outlet side of the meter.

C. Service lines of larger sizes and/or supplying special equipment may require special valving and fitting arrangements. See Rule 16, par. C, for details.

13. CROSS-CONNECTIONS AND BACKFLOW

No cross-connections or conditions, which may potentially permit the backflow of contaminants and/or pollutants from a customer's piping system into the public water distribution system, will be permitted. Piping systems within the customers premises shall conform in all respects to the latest revision of the "CROSS-CONNECTION REGULATION" of the Fort Wayne Water Utility, which is, by reference, made a part of these General Rules and Regulations, the same as if printed herein.

14. USE OF BOOSTER PUMPS

A. No booster pump shall be installed without the written approval of the Chief Engineer of the Utility.

B. In all booster pump installations, the suction of the pump shall be connected to an atmospheric tank with City water flow entering the tank being controlled by an automatic float valve and freely discharging into the tank two pipe diameters, or a minimum of six (6) inches, above the positive overflow level of the tank.

C. As an alternate, a vacuum breaker valve with a cushioning valve may be installed on the suction of the pump, if approved in writing by the Utility's Chief Engineer.

15. ACCESS TO PREMISES

The properly authorized representatives of the Utility shall have the right to enter upon the premises of the customer at all reasonable times for the purpose of inspecting and/or testing cross-connection protective devices, atmospheric tank installations, booster pump-vacuum breaker valves, and general plumbing, as well as for the purpose of reading, inspecting, repairing, testing, removing, relocating or replacing the meter or meters used in connection with the service. Failure to allow access to the customer's premises for the above purposes after receipt of a written request shall be cause for discontinuance of the service.

Upon request by the customer, the Utility will provide a meter reading schedule which delineates the days of the month set aside for reading of said customer's district. The schedule of read dates can be obtained in the Customer Relations Department of the Utility, Fourth Floor, City-County Building, Room 440.

In addition to discontinuance of service for the customer's failure to provide the Utility access for regular meter readings, and after a period of seven (7) months without a read, the Utility may require the customer to install a remote reading device to insure future reads. The customer shall pay the Utility the cost of such installation based on the prevailing rate charged other customers who, at their option and expense, request such an installation. The failure of the custo-

15. ACCESS TO PREMISES - (continued)

mer to provide the Utility access for such installation shall be grounds for discontinuance of service. Arrangements with the Utility for installation of said device shall be made within ten (10) days after notification of such required installation.

16. METERING

A. Unless otherwise specified in the contract between the Utility and the customer or by the tariff on file, all water supplied will be measured by a meter or meters of standard manufacture, furnished and installed by the Utility according to the requirements of the Utility in force and effect, as amended from time to time. The customer shall provide for this purpose, free of expense to the Utility, a suitable place near the service entrance either in the basement, in an approved meter box or in a location which is approved by the Utility before installation.

B. The Utility will designate the size and type meter to be used for serving each customer. Each building to be served directly from the main must be supplied by at least a three-quarter-inch service. When the service is larger than this, the Utility reserves the right to designate the number of meters that can be supplied by such service.

C. A by-pass around all new meter installations will be required under any of the following circumstances:

(1) The service line on the outlet side of the meter is one and one-half inches or larger;

(2) The service line, regardless of size, serves refrigeration equipment or the water supplied is used for the purpose of cooling equipment;

(3) The water service must not, for any other reason, be interrupted while the meter is being repaired or replaced.

The by-pass shall be furnished and installed by the customer according to the Utility's specifications. Where existing piping not containing a by-pass is altered to meet any of the above conditions, the alteration shall also include the installation of a by-pass.

D. All meters or other appliances and equipment which are furnished by and at the expense of the Utility and which may at any time be on the customer's premises shall, unless otherwise expressly provided herein, be and remain the property of the Utility; the customer shall protect such property from freezing and from loss or damage and no one who is not a representative of the Utility shall be permitted to remove such property or tamper therewith. The customer shall be held liable and responsible for all damages to such property.

16. METERING - (continued)

E. Ordinary repairs to meters will be made by the Utility without expense to the customer.

F. A meter will be tested for accuracy by the Utility if the customer requests it. The Utility will first investigate the customers premises for other reasons for excessive water usage before removing the meter for a shop test. If leaks are found or if the meter test establishes the accuracy of the meter to be between 98% and 102%, the Utility may charge the customer Thirty Dollars ($30.00) for making the investigation and/or the test. The customer may have a representative present when the investigation is made and/or the meter is tested.

Such testing shall not be made more frequently than once in twelve (12) months, unless the customer has abnormally high billings. A report of the results of such test will be made to the customer and a complete record of the test will be kept by the Utility.

G. The Utility reserves the right to place seals on any water meter, or its couplings, in and for any premises, and to replace such seals found broken or removed, which have been neglected in replacement for one (1) year; the water supply may be turned off if such seals are found to be broken or removed.

17. BASIS FOR MONTHLY BILLING

A. All charges for water usage, other than for unmetered fire service or other special purposes, shall be calculated upon the registration of the meter or meters installed, which registration shall be prima facia evidence of the amount of water used.

B. The Utility will make an effort to read meters every other month or at such intervals as may be designated by the Board of Public Works. In the months the Utility does not read the meter, or should the meter fail to register, or if the Utility is unable to gain access to the customer's premises, the customer shall pay a bill calculated on the basis of average consumption as shown by the record of previous meter readings. The first charge after a meter reading is obtained shall be adjusted by averaging consumption over the period from the last reading, charging for each period in accordance with the schedule of rates in effect for the periods, and allowing credit for the amount of estimated billings.

C. After six (6) consecutive months of estimations, the Utility will automatically boost the consumption to four times the estimated amount. The customer will continue to be billed at the boosted rate until such time as an actual read is taken. Any necessary adjustments will be reflected on the billing following the actual read.

D. Where water is taken through more than one (1) meter, and where such arrangement is for the convenience of the customer, then each meter shall be read and billed separately. Where water is taken

17. BASIS FOR MONTHLY BILLING - (continued)

through more than one (1) meter for the convenience of the Utility, then the meter readings shall be aggregated and billed as one reading.

E. All water passing through meters shall be charged for, whether used, wasted or lost through leakage.

F. The Utility will not be bound by bills rendered under a mistake of fact as to the quantity of service rendered.

18. PAYMENT OF BILLS

Bills rendered to customers for water service shall show at least the following information:

(1) The dates and meter readings of the meter at the beginning and end of the period for which the bill is rendered and the billing date;

(2) The number and kind of units of service supplied;

(3) The billing rate code, if any;

(4) The previous balance, if any;

(5) The amount of the bill;

(6) The date on which the bill is due;

(7) If an estimated bill, a clear coding or other indication identifying the bill as an estimated bill;

(8) An explanation, which can be readily understood, of all codes and/or symbols on the bill.

Bills will be rendered monthly. If a bill is not paid on or before the due date indicated on the bill (approximately 15 days after the bill is mailed to the customer), the customer will be considered delinquent. Should this bill remain delinquent for a period of two consecutive months with a previous balance in excess of $20.00, termination of service shall be effectuated by the Utility.

Failure to receive the bill shall not affect the right of the Utility to cut off and discontinue service for non-payment as above provided.

After receiving notification of a pending termination, the customer may personally come into the office, before the due date, and sign an Agreement, delineating the terms under which payment will be made.

At the time of the execution of the Agreement, the customer agrees to pay all future service bills as they become due. Failure to fulfill the terms of the Agreement will make the same null and void and

18. PAYMENT OF BILLS - (continued)

the total unpaid past due amount, together with any associated service charges related thereto, shall become due. Failure to comply with the conditions of the Agreement will result in discontinuance of service without further notice.

To qualify for the above consideration, the customer must not have entered into and breached a similar agreement with the Utility during the last twelve (12) month period.

Disputing the accuracy of a bill shall not be reason for non-payment of the bill by the customer. The customer may pay a bill under protest, thus giving written notice that redress is being sought. Such written notice must be filed with the Supervisor of the Customer Relations Department of the Utility prior to the due date of the bill.

All water charges follow the customer rather than the property; if a customer moves from premises where he has been supplied with water service, he will be held responsible for the payment of all bills rendered for the service supplied to said premises unless and until he gives the proper notice at the office of the Utility that service is to be discontinued at such premises.

Moving from one location to another in no way absolves the customer from any unpaid charges incurred at a previous location. A customer's service may be discontinued for failure to pay any unpaid charges due from the customer, regardless of the premises with respect to which the charges were incurred.

Adjustment of Bills:
(A) Adjustments Due to Meter Error. If any service meter shall be found to have a percentage of error greater than that allowed by the Public Service Commission of Indiana, the following provisions for the adjustment of bills shall be observed:

(1) Fast Meters. When a meter is found to have a positive average error (i.e. is fast, in excess of two (2) percent) the Utility shall refund or credit the customer's account with the amount in excess of that determined to be an average charge for one-half of the time elapsed since the previous test, or six months, whichever period is shorter. This average charge shall be calculated on the basis of units registered on the meter over corresponding periods either prior or subsequent to the period for which the meter is determined to be fast. No part of a minimum service charge will be refunded.

(2) Stopped or Slow Meters. When a meter is stopped or has a negative average error (i.e. is slow, in excess of two (2) percent) the Utility may charge the customer an amount estimated to be an average charge for one-half of the time elapsed since the previous test or six months, whichever

18. PAYMENT OF BILLS - (continued)

period is shorter. This average charge shall be calculated on the basis of units registered on the meter over corresponding periods either prior or subsequent to the period for which the meter is determined to be slow or stopped. Such action may be taken only in cases where the Utility is not at fault for allowing the stopped or slow meter to remain in service.

All billing errors, including incorrect tariff applications, may be adjusted to the known date of the error or for a period of one year, whichever period is shorter.

19. COLLECTIONS AND DEFERRED PAYMENT CHARGE

The Utility shall have the right to bring a civil action to recover any delinquent charges together with interest at the statutory rate, the costs and disbursements of said action, and any other remedy prescribed by law.

Deferred Payment Charge

All bills for water services not paid within fifteen (15) days from the due date thereof, as stated in such bills, shall be subject to a collection or deferred payment charge of 10% on the first $3.00 and 3% on the excess over $3.00.

20. WASTE OR EXCESSIVE USE

If a customer on a special purpose unmetered rate is found using water in excess of his contract, or permits leaks on the premises, or wastes water by allowing hydrants or faucets to run more or less continuously, the Utility may require the customer to provide a suitable place for the installation of a water meter and thereafter supply service in accordance with the applicable metered tariff.

21. NOTIFICATION OF LOAD INCREASE

The service connections and meters supplied by the Utility have definite capacities; no substantial addition to the water consuming equipment or appliances connected thereto should be made except after written notice to and written consent from the Utility.

22. RESALE OF WATER

The water or service furnished under these rules is for the use of the customer on his own premises. He shall not resell any water or service without the written consent of the Utility.

23. PRIVATE FIRE PROTECTION SERVICE

The entire private fire protection service on a customer's premises shall be subject to inspection and tests by the Utility at such times as it is deemed necessary.

Before any modifications are made to any private fire protection system or before service is furnished to any new private fire protection system connected to or proposed to be connected to and supplied with water from the Utility's distribution mains, the owner of the private fire protection system or his contractor shall provide certification to the Utility that the system has been disinfected, and final plans of such fire protection system shall be filed with and approved by the Engineering Department of the Utility. The following shall be shown on the final plans:

(1) the number of sprinkler heads to be served;

(2) the sizes and location of the system's piping;

(3) the sizes and locations of all connections to the Utility's distribution mains;

(4) the sizes, locations and types of all valves;

(5) the sizes and locations of all hose connections, reels and/or cabinets;

(6) the sizes and locations of storage tanks connected to the fire system; and/or

(7) the outlet sizes and locations of all fire hydrants.

All fire protection lines within buildings must be installed in such manner that all pipes will be easily accessible for inspection at any time. Underground pipes outside of buildings must be placed and maintained at a minimum depth of four and one-half feet.

No connection with a fire protection system will be permitted to supply water for general purposes unless the connection has been approved by the customer's fire underwriter and unless the general purpose water is metered. If such a connection is approved, both the fire protection line and the general purpose line shall be separately valved outside the building to be served in accordance with the Utility's specifications, thus permitting either line to be turned on or off without affecting the other.

A private fire protection system without a tank shall be equipped with an alarm valve and a check valve. A system with a tank shall have one alarm valve and two check valves.

An unmetered private fire service is furnished for the sole purpose of supplying water for the extinguishment of accidental fires and the use of water from such a service connection for any other purpose is absolutely forbidden.

23. PRIVATE FIRE PROTECTION SERVICE - (continued)

Hydrants and other fixtures connected to a private fire service connection may be sealed by the Utility and such seal shall be broken only in case of fire or as specifically permitted by the Utility; the customer must immediately notify the Utility when any such seal is broken.

Where a service tap on a Utility distribution main provides water for both fire and general purposes to a customer or customers, separate charges will be made for each purpose to each customer by the Utility in accordance with the established rules and schedule of rates.

A private fire service, at the option of the customer and after approval by his fire underwriter, may be connected to his metered water service. The minimum monthly charge for such combined fire and general purpose uses will be as set out in the established scheduled rates. Any additional investment cost incurred by the Utility in such metering must be paid by the customer; maintenance of such meter will be at the Utility's expense.

Whenever a private fire system is to be tested under the regulations of the fire service underwriters, the customer shall notify the Utility's Engineering Department of such proposed test, naming the day and the hour when same is to be made so that, if it desires, the Utility may have a representative present for the test.

24. INTERRUPTION OF SERVICE, ET CETERA

The Utility shall not be responsible in damages for any failure to supply water service or for interruption of the supply of water, or for defective piping on the customer's premises, or for damages resulting to a customer or to third persons from the use of water or the presence of the Utility's devices on the customer's premises, unless due to fault, neglect or culpability on the part of the Utility. Neither party shall be liable to the other for any failure or delay in case such failure or delay is caused by strikes, the acts of nature, unavoidable accidents or contingencies beyond its control and is not due to fault, neglect or culpability on its part.

25. PERMANENT DISCONNECTIONS

In order to reduce the potential of leakage from the Utility's distribution system, when water service is no longer needed at a given property, the owner of the property shall, at his expense, disconnect his service line from the Utility's distribution main or shall employ the Utility to make this disconnection, for which he shall pay the Utility a reasonable fee. Such disconnections shall be done in accordance with the latest revision of the Utility's "POLICY AND PROCEDURES FOR WATER SERVICE DISCONNECTIONS - BUILDING DEMOLITIONS," which is by reference, made a part of these General Rules and Regulation, the same as if printed herein.

26. WATER MAIN EXTENSION POLICY

The policy of the Fort Wayne Water Utility covering a water main extension requested by a party or parties, firm and/or corporation, desiring service from the Utility requires such party or parties, firms and/or corporation to pay for the cost of the extensions required to adequately serve them with water for domestic, commercial and/or fire protection. This policy intends to place the cost of installation of local water mains upon the owners of the properties benefited. Water transmission mains and feeder mains and oversizing of local water mains generally will be paid for by the Utility. (Note: A "local" water main shall mean one which, from its size and character, is designed and intended to supply water needs, with adequate volumes and pressures, only for properties abutting the street, alley, easement or other public land or subdivision in which the main is laid but which is not designed and intended to feed collateral mains necessary to supply nonabutting properties or to transmit water to other areas.)

The size of the individual water mains comprising water main extensions, covered hereunder, and the spacing of the fire hydrants, also being a part of said main extensions, shall be determined as a result of applying requirements of the latest revision of the "CRITERIA FOR FIRE HYDRANT SPACING AND WATER MAIN SIZING," established by the Utility.

This extension policy shall be as set forth in the following paragraphs:

A. Upon the presentation of a written petition or request for water service by an interested person or persons, firm or corporation, the Utility will enter into a contract with said party(s) covering necessary main extension, describing the installation, its total cost, the method of apportioning such costs among the parties and other relevant facts and undertakings.

When the contract is executed and when each participating party pays or arranges with the Utility to pay for his share of the main extension cost, the Utility shall make the extension necessary to provide the service required.

B. A party may, if approved and by a separate contract with the Utility, arrange to pay his share of the cost of construction and/or connection through equal monthly payments, not to exceed 36 in number. This extended payment arrangement shall be available only in cases in which it can be established that the party has an established water demand commensurate with the investment to be made. Extended payments shall not be available where there is no such immediate and continuing demand for water or only an irregular demand as is the case with real estate developments and industrial installations which require extensive water facilities but have only minimal aggregate volume requirements or highly irregular service demands.

26. WATER MAIN EXTENSION POLICY - (continued)

C. All labor and material for a main extension, including contractual labor and expense, Utility labor and expense, pipe, jointing material, fittings, line valves, hydrants, hydrant valves and hydrant tees, will be arranged for by the Utility and paid for by the party(s) requesting such extension. Temporary plugs and blow-off valves and their fittings will be furnished by the Utility and will not be included in the cost to be paid by the party requesting the extension.

D. The amount to be paid by the party(s) for a main extension shall be the total of the estimated or bid costs of contractual labor and expense, Utility labor and expense, material (including handling charges and hauling costs), inspection, pressure testing, disinfecting, overhead and engineering. Where feasible, the party(s) may, by agreement with the Utility, furnish all or part of the foregoing cost elements, except inspection, pressure testing and disinfecting, provided, however, that all such cost elements furnished conform to the standards of the Utility and that the Utility be given certified statements of the actual costs of such elements paid for by the party(s).

E. After its completion and its acceptance by the Utility, the water main extension shall become the property of and shall be maintained by the Utility, but subject to a guarantee and maintenance bond being furnished by the developer and/or contractor, guaranteeing the materials and workmanship for a minimum of one (1) year.

F. Main extension design and specifications shall either be prepared by the Utility's own engineering staff or be approved before installation by the Chief Water Engineer when prepared by others. No pipe size smaller than that required to give such party(s) an adequate supply of water (including water for fire protection) nor less than six inches in diameter shall be used, except as provided for in Paragraph G. If the design for future use or other engineering considerations indicate the need for a water main larger than that actually required by the party(s), then the Utility may assume that portion of the cost of the labor, material and expense for the larger main which exceeds the estimated or bid cost of the labor, material and expense required for a local water main.

G. The Utility's requirement that a main six inches or larger be installed immediately adjacent to all property to be served shall not be waived unless, in the Utility's opinion, such installation will never be required to eliminate a deadend main or to improve materially the flow characteristics of the system.

H. If, in the Utility's opinion, a main should be extended to serve a property not immediately adjacent to a main or around the corner from a main, a service will not be extended to such property ahead of the main or through private property or an easement unless the owner of such property agrees to pay his share of the cost of a future local main installed adjacent to his property.

26. WATER MAIN EXTENSION POLICY - (continued)

I. The Utility may connect additional water mains to an extension without incurring any financial obligations to persons sharing the costs of the first extension. However, the Utility will not permit a prospective customer whose property is contiguous to the first extension to obtain service from an additional extension installed laterally from said first extension unless the customer pays a proportionate share of the cost of the first extension.

J. The contract between the Utility and the original petitioners shall provide that any person who did not share the original cost of the extension and who wishes to use the extension within a period of fifteen (15) years from the date of the acceptance of such extension shall be required to pay a fair and proportionate share of the original cost of the extension. The amount of the share collected from any such new customer shall be based either on a cost per foot of frontage of the property to be served (in cases where the installation benefits properties located at street intersections, the shorter lot dimension measured along the street right-of-way lines will be used regardless of the street in which the main is installed) or on an equal share basis, according to the method set out in the original contract. This additional share will be refunded equitably to those persons previously sharing in the cost of the extension.

K. When an applicant for water service will be connected to a water transmission main or feeder main financed from Utility funds or when such applicant will be connected to a local water main financed from Utility funds and installed for the express purpose of eliminating a dead end or of materially improving water pressure and flow in connecting mains, such applicant shall pay to the Utility, in addition to the tapping charge, a "connection charge," based on feet of frontage, equal to the estimated cost of a local water main sufficient to serve the applicant's property.

L. In order to insure the collection of share and connection charges for those providing the funds for local water main installations, the Utility shall record with the Recorder of Allen County, Indiana, the original main extension contracts and such other contracts and notices of main extensions as may be required.

27. PRESENT RULES SUPERSEDE ANY PRIOR RULES

All Rules and Regulations heretofore promulgated by the Utility governing the services supplied by the Utility are superseded and replaced by the foregoing General Rules and Regulations and/or other Regulations refered to herein and thereby made a part hereof.

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28. AMENDMENTS AND REVISIONS

The Board of Public Works of the City of Fort Wayne, Indiana, reserves the right, by appropriate action, to amend, modify, delete, change or otherwise revise these General Rules and Regulations as it may deem, from time to time, to be desirable and/or necessary.

Approved by the Board of Public Works of the City of Fort Wayne, Indiana, in their regular meeting on August 20, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert R. Gamache, Member

Effective: August 20, 1980

69-143-23 H. I. 8/22/80

NEUHAUS INTERCONNECT INTERCEPTOR
RESOLUTION NO. 328-80
PHASE II

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

LATERAL #5

Beginning at a proposed manhole structure which is a part of Phase I of Resolution of 327-80 located 20± LF north of and 20± LF east of the intersection of West State BAulevard and West State Court; thence northerly 1035± LF terminating at a proposed manhole located 1055± LF north and 20± LF east of said intersection of West State Boulevard and West State Court.

LATERAL #6

Beginning at a proposed manhole structure which is a part of Phase III of Resolution 329-80 located 20± LF North of and 700± LF west of the intersection of West State Boulevard and West State Court; thence northerly 250± LF to a manhole located 270± LF north and 705± LF west of the intersection of West State Boulevard and West State Court; thence easterly 205± LF to a proposed manhole located 270± LF north of and 500± LF west of the intersection of West State Boulevard and West State Court; thence northerly 600± LF terminating at a proposed cleanO out located 180± LF north of and 15± LF east of the intersection of Washington Court East and Washington Court North.

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32880

LATERAL #7

Beginning at a proposed manhole located 15± LF east of and 15± LF north of the intersection of Washington Court East and Washington Court North; thence westerly 555± LF to a manhole located 30± LF west of and 15± LF North of the intersection of Hillegas Road and Washington Court East; thence southerly 395± LF terminating at a proposed manhole located 200± LF south of and 30± LF west of the intersection of Irene Court and Hillegas Road.

LATERAL #8

Beginning at a proposed manhole located 15± LF north of and 30± LF west of the intersection of Hillegas Road and Irene Court; thence westerly 795± LF terminating at a proposed manhole located 15± LF north of and 825± LF west of Hillegas Road and Irene Court.

LATERAL #9

Beginning at a proposed manhole structure which is a part of Phase I Resolution 327-80 located 20± LF north of the intersection of West State Boulevard and Westgate Drive; thence southerly 1910± LF to a proposed manhole located 1890± LF south of and 10± LF east of the intersection of West State Boulevard and Westgate Drive; thence curving southwesterly 315± LF to a proposed manhole located 25± LF south of 10± LF west of the intersection of Leesburg Road and Westgate Drive; thence southeasterly 665± LF to a proposed manhole located 10± LF north and 20± LF west of the intersection of Leesburg Road and Bass Road; thence easterly 205± LF to a proposed manhole located 9± LF north and 5± east of the intersection of Bass Road and Neuhaus Drive; thence northerly 1385± LF terminating at a proposed cleanout located 30± LF north of and 8± LF west of the intersection of Neuhaus Drive and Betty Avenue.

LATERAL 9A

Beginning at a proposed manhole located at the intersection of Westgate Drive and York Drive, thence easterly 350± LF to a proposed manhole located 350± LF east of the intersection of Westgate Drive and York Drive; thence northerly 165± LF terminating at a proposed manhole located 165± LF north and 350± LF east of the intersection of Westgate Drive and York Drive.

LATERAL 9B

Beginning at a proposed manhole located 9± LF north of and 5± LF east of the intersection of Bass Road and Neuhaus Drive; thence easterly 340± LF terminating at a proposed manhole located 9± LF north and 345± LF east of the intersection of Bass Road and Neuhaus Drive.

Said Sewer shall be 8", 10" and 27" in diameter.

The total cost of said sewer improvement shall be paid by funds from the Federal, State and City governmental agencies. The City monies will be appropriated from the Sewer Utility Fund of the City Utilities. These monies will be repaid to City Utilities through the adoption,by the Board of Public Works, of a Resolution which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include any adjusted connection charge previoulsy established by the Board of Public Works, for those directly beneiftted property owners, under Spy Run Interceptor and Smith Field Interceptor adopted by the Board of Public Works on March 14, 1968. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed Two Thousand Five Hundred ($2,500.00) Dollars for a period of not less

than one (1) year after it is established by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23, any and all property owners owning property outside the corporate limits of the City of Fort Wayne, utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 20 DAY OF August, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate
City Attorney

Prepared by: P.R. Boller, P.E.

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69-142-22 H. I.
8/20/80

NEUHAUS INTERCONNECT INTERCEPTOR
RESOLUTION NO. 327-80
PHASE I

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but it is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

MAIN LINE

Beginning at an existing manhole structure located 660± LF south of and 50± LF west of the intersection of Butler Road and Butler Court; thence meandering southwesterly 220± LF to a proposed manhole located 320± LF south of and 100± LF west of the intersection of Butler Road and Butler Court; thence westerly 695± LF to a proposed manhole located 330± LF south of and 200± LF east of the projected intersection of Butler Road and Grand Rapids and Indiana Railroad; thence southwesterly 255± LF to a proposed manhole located 400± LF south of and 30± LF west of the projected intersection of Butler Road and Grand Rapids and Indiana Railroad; thence southerly 735± LF to a proposed manhole located 1135± LF south of and 30± LF west of the projected intersection of Butler Road and Grand Rapids and Indaina Railroad; thence meandering southwesterly 3105± LF to a proposed manhole located 20± LF north and 460± LF east of the intersection of West State Boulevard and Neuhaus Drive; thence westerly 835± LF terminating at a proposed manhole which is a part of this Resolution, located 20± LF north of the intersection of West State Boulevard and Westgate Drive.

Said sewers shall be 27" in diameter.

LATERAL #1

Beginning at proposed manhole structure located 440± LF north of and 330± LF east of the intersection of West State Boulevard and Olladale Drive; thence meandering northerly 460± LF to a proposed manhole located 850± LF north of and 350± LF east of the intersection of West State Boulevard and Olladale Drive; thence meandering northwesterly 925± LF to a proposed manhole located 1300± LF north of and 30± LF east of the intersection of West State Boulevard and Lathrop Place; thence westerly 1860± LF terminating at a proposed manhole located 170± LF south of and 30± LF east of the intersection of Hillegas Road and Shaefer Avenue.

LATERAL #2

Beginning at a proposed manhole located 175± LF south of and 15± east of the intersection of Shaefer Avenue and Moore Drive; thence northerly 1330± LF to a proposed manhole located 15± LF south of and 15± LF east of the intersection of Butler Road and Moore Drive; thence westerly 665± LF to a proposed manhole located 15± LF south of and 25± LF east of the intersection of Butler Road and Hillegas Road; thence southerly 485± LF terminating at a proposed cleanout located 100± LF north of and 25± LF east of the intersection of Hillegas Road and Kuhlman Street.

LATERAL #3

Beginning at a proposed manhole 170± LF south of and 30± LF east of the intersection of Hillegas Road and Shaefer Avenue; thence southerly 280± LF terminating at a proposed manhole located 450± LF south of and 30± LF east of the intersection

of Hillegas Road and Shaefer Avenue.

LATERAL #4

Beginning at a proposed manhole located 170± LF south of and 30± LF east of the intersection of Hillegas Road and Shaefer Avenue; thence northerly 610± LF terminating at a proposed manhole located 135± LF south of and 30± LF east of the intersection of Hillegas Road and Kuhlman Street.

Said sewer shall be 8" and 12" in diameter.

The total cost of said sewer improvement shall be paid by funds from the Federal State and City governmental agencies. The City monies will be appropriated from the Sewer Utility Fund of City Utilities. These monies will be repaid to City Utilities through the adoption, by the Board of Public Works, of a Resolution which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include any adjusted connection charge previously established by the Board of Public Works for those directly benefitted property owners, under Spy Run Interceptor and Smith Field Interceptor adopted by the Board of Public Works on March 14, 1968. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed Two Thousand Five Hundred ($2,500.00) Dollars for a period of not less than one (1) year after it is established by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23, any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 20 DAY OF August, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:
_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:
_____
Richard I. Snouffer, Associate
City Attorney

Prepared by:

P.R. Boller, P.E.

325-80

69-142-20 H.I. 5/20/80

ELKRIDGE ADDITION
SANITARY SEWER
RESOLUTION NO. 325-80

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but it is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

MAIN #1

Beginning at an existing sanitary sewer manhole located 2120± LF north of and 2030± LF east of the intersection of California Road and Kroemer Road; thence easterly 400± LF to a proposed manhole located 2160± LF north of and 15± LF east of the intersection of California Road and Golfview Drive intersection; thence southerly 2000± LF terminating at a proposed cleanout located 160± LF north and 15± LF east of the intersection of said Golfview Drive and California Road.

LATERAL #1

Beginning at a proposed manhole located 2160± LF north of and 15± LF east of the intersection of Golfview Drive and California Road; thence northerly 280± LF terminating at a proposed manhole located 2440± LF north of and 15± LF east of the intersection of said Golfview Drive and California Road.

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LATERAL #2

Beginning at a proposed manhole located 250± LF north of and 25± LF west of the intersection of Golfview Drive and California Road; thence westerly 255± LF terminating at a proposed manhole located 250± LF north of and 240± LF west of the intersection of said Golfview Drive and California Road.

Said sewer shall be 8" and 12" in diameter.

The total cost of said sewer improvement shall be paid by funds from the Federal State and City governmental agencies. The City monies will be appropriated from the Sewer Utility Fund of City Utilities. These monies will be repaid to City Utilities through the adoption, by the Board of Public Works, of a Resolution which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include any adjusted connection charge previously established, by the Board of Public Works, for those directly benefitted property owners, under Spy Run Interceptor and Smith Field Interceptor adopted by the Board of Public Works on March 14, 1968. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed two thousand five hundred ($2,500.00) Dollars for a period of not less than one (1) year after it is established by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23, any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary

325-80

sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 20 DAY OF August, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate
City Attorney

This instrument prepared by:

P.R. Boller, P.E.

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69-142-19 H.I.
8/20/80

HIGHVIEW PARK ADDITION
SANITARY SEWER
RESOLUTION NO. 324-80

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but it is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

MAIN

Beginning at an existing manhole located 490± LF south of and 20± LF east of the intersection of Highview Drive and Diller Street; thence northwesterly 80± LF to a proposed manhole located 420± LF south of and 10± LF west of the intersection of Highview Drive and Diller Street; thence northerly 400± LF to a proposed manhole located 20± LF south of and 10± LF west of the intersection of Highview Drive and Diller Street; thence southwesterly 330± LF to a proposed manhole located 5± LF south of and 40± LF east of the intersection of Diller Street and Goshen Road (Old U.S. 30); thence northwesterly 800± LF to a proposed manhole located 55± LF north of and 14± LF west of the intersection of Huguenard Road and Goshen Road; thence northerly 1725± LF to a proposed manhole located 40± LF north of and 20± Lf west of the intersection of Huguenard Road and Washington Center Road; thence westerly 60± LF to a proposed manhole located 40± LF north of and 80± LF west of the intersection of Huguenard Road and Washington Center Road; thence northwesterly along the west lot line of Lot #14 and Lot #17 of Edgewood Industrial Park 1355± LF terminating at a proposed manhole located 830± LF north of and 1100± LF west of the intersection

of Huguenard Road and Washington Center Road.

LATERAL #1

Beginning at a proposed manhole located 20± LF south of and 10± LF west of the intersection of Highview Drive and Diller Street; thence northerly 2225± LF terminating at a proposed manhole located 25± LF north of and 10± LF west of the intersection of Highview Drive and Washington Center Road.

LATERAL #2

Beginning at a proposed manhole 25± LF north of and 10± LF west of the intersection of Highview Drive and Washington Center Road; thence easterly 365± LF terminating at a proposed manhole located 25± LF north of and 355± LF east of the intersection of Highview Drive and Washington Center Road.

LATERAL #3

Beginning at a proposed manhole located 25± LF north of and 10± LF west of the intersection of Highview Drive and Washington Center Road; thence westerly 430± LF terminating at a proposed cleanout located 25± LF north of and 440± LF west of the intersection of Highview Drive and Washington Center Road.

Said Sewer shall be 8", 12" and 15" in diameter.

The total cost of said sewer improvement shall be paid by funds from the Federal, State and City governmental agencies. The city monies will be appropriated from the Sewer Utility Fund of City Utilities. These monies will be repaid to City Utilities through the adoption, by the Board of Public Works, of a Resolution

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which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include any adjusted connection charge previously established, by the Board of Public Works, for those directly benefitted property owners, under Spy Run Interceptor and Smith Field Interceptor adopted by the Board of Public Works on March 14, 1968. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed Two Thousand Five Hundred ($2,500.00) Dollars for a period of not less than one (1) year after it is established by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23, any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 20 DAY OF August, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Camache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate
City Attorney

Prepared by:

P.R. Boller, P.E.

323-80

35
340

69-152-14 4.I.
9/3/80

REHABILITATION OF SEWERS
SUBSYSTEMS LS, MS, PS, QS, RS, SS, AND TS
RESOLUTION 340-80

Resolved hy the Board of Puhlic Works of the City of Fort Wayne, State of Indiana, that the rehahilitation of existing local sanitary sewers within a part of the Southwest Quarter of Section 27, Southwest Quarter of Section 28, Northeast Quarter of Section 32, West half of Section 33, and the Northwest Quarter of Section 34, Township 31 North, Range 13 East, and part of the Northwest Quarter of Section 4, Southwest Quarter of Section 17, East half of Section 19, West half of Section 20, Southwest Quarter of Section 28, East half of Section 29, and the Northwest Quarter of Section 29, Township 30 North, Range 13 East; is in the hest interest of the citizens of Fort Wayne, therefore, he and the same is hereby ordered, more particularly described as follows:

SUBSYSTEM LS:

The houndaries of Subsystem LS are Paulding Road and north side of Sequayah Pass on the north, Hessen Cassel Road and the west edge of Crown Colony on the west, Tillman Road on the south edge of Casselwood Terrace on the south and Wayne Trace on the east.

SUBSYSTEM MS:

The houndaries of Suhsystem MS are McKinnie Avenue on the north, Anthony Wayne Drive on the west, Paulding Road on the south, Hessen Cassel Road and Wayne Trace on the east.

SUBSYSTEM PS:

The boundaries of Suhsystem PS are Moeller Road on the north, Hessen Cassel Road on the west, Congress Avenue on the south and Bueter Drive and Wayne Trace on the east.

SUBSYSTEM QS:

The houndaries of Suhsystem QS are Trier Road on the north, Vance Avenue on the south, Amulet Drive on the east and Reed Road on the west.

SUBSYSTEM RS:

The houndaries of Suhsystem RS are Charlotte Avenue on the north, La Petite Drive on the west, Forest Avenue on the south and the east houndary of Summit Ridge Addition on the east.

SUBSYSTEM SS:

The houndaries of Suhsystem SS are Trier Road on the north, Maplecrest Road on the west, State Street on the south and properties east of Marias Drive on the east.

SUBSYSTEM TS:

The boundaries of Subsystem TS are Maysville Road on the north, Reed Road on the west, the south houndary of Carihe Colony Addition on the south and the east boundary of Carihe Colony Addition on the east.

The total cost of said sewer improvement shall he paid hy funds from the Federal, State and City governmental agencies. The City monies will he appropriated from the Sewer Utility Fund of City Utilities. These monies will he repaid to City Utilities through the adoption, hy the Board of Puhlic Works, of a Resolution which will establish for each directly henefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include either any adjusted connection charge previously estahlished or agreement entered into, hy Board of Public Works, for those

benefitted property owners under South Anthony Interceptor and appurtance projects adopted by Board of Public Works April 4, 1968, Indiana Suburban Sewers Resolution 62-381-44 adopted by Board of Public Works December 29, 1975, Paulding Road Lift Station agreement executed February 27, 1963, Amending Agreement of Paulding Road Lift Station agreement executed July 29, 1965, Tillman Road Interceptor Resolution 65-277-16, and Pierson Ditch adopted on June 3, 1965. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed twenty-five hundred dollars ($2,500.00) for a period of not less than one (1) year after it is established by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23 any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 3 DAY OF September, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate City Attorney

This instrument prepared by: Philip R. Boller, P.E.

69-152-13 H.I.
9/3/80

NORTH MAUMEE INTERCEPTOR
GLENWOOD PARK LIFT STATION ELIMINATION
RESOLUTION 339-80

Resolved by the Board of Puhlic Works of the City of Fort Wayne, Indiana that the construction of a main sewer, which from its size and character is not only intended and adapted for use hy property holders whose property ahuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or wbich hereafter may be constructed, be and the same is herehy ordered.

MAIN

Beginning at an existing manhole located 10± LF west of and 250± LF south of the State Street and Swayne Avenue intersection; thence northerly 350± LF to a proposed manhole located 100± LF north of and 10± LF east of the State Street and Swayne Avenue intersection; thence westerly 105± LF to a proposed manhole located 90± LF north of and 100± LF west of the intersection of State Street and Swayne Avenue; thence northwesterly 485± LF to a proposed manhole located 570± LF north of and 170± LF west of the State Street and Swayne Avenue intersection; thence northeasterly 1015± LF to a proposed manhole located 1,340± LF north of and 400± LF east of the State Street and Swayne Avenue intersection; thence northwesterly 1,315± LF to a proposed manhole located 2,320± LF north of and 150± LF west of the State Street and Swayne Avenue intersection; thence westerly 460± LF to a proposed manhole located 570± LF south of and 450± LF east of tbe Vance Avenue and Maxin Drive intersection; thence northerly 375± LF to a proposed manhole 170± LF south of and 15± LF east of the Vance Avenue and Maxin Drive intersection; thence westerly 45± LF terminating at an existing pump station located 170± LF south of and 30± LF west of the Vance Avenue and Maxin Drive intersection.

Said sewer shall he 12" and 18" in diameter.

The total cost of said sewer improvement shall he paid hy funds from the Federal, State and City governmental agencies. The City monies will he appropriated from the Sewer Utility Fund of City Utilities. Tbese monies will he repaid to City Utilities through the adoption, hy the Board of Puhlic Works, of a Resolution which will estahlish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include either any adjusted connection charge previously estahlished or agreement entered into, hy Board of Public Works, for those benefitted property owners under Soutb Anthony Interceptor and appurtance projects adopted hy Board of Puhlic Works April 4, 1968, Indiana Suhurhan Sewers Resolution 62-381-44 adopted hy Board of Puhlic Works Decemher 29, 1975, Paulding Road Lift Station agreement executed Fehruary 27, 1963, Amending Agreement of Paulding Road Lift Station agreement executed July 29, 1965, Tillman Road Interceptor Resolution 65-277-16, and Pierson Ditch adopted on June 3, 1965. The pro-rate share tap-in fee for each directly henefitted property owner will not exceed twenty-five hundred dollars ($2,500.00) for a period of not less tban one (1) year after it is estahlisbed by the Board of Puhlic Works. After tbis period of time the Board of Puhlic Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23 any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed hy authority of tbis resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 3 DAY OF September, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate City Attorney

This instrument prepared by: Philip R. Boller, P.E.

3-37

69-152-12 H.I
9/3/80

NORTH MAUMEE INTERCEPTOR
TRIER DITCH - RIDGEVIEW HEIGHTS
SANITARY SEWER
RESOLUTION 338-80

Resolved hy the Board of Puhlic Works of the City of Fort Wayne, Indiana that the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders wbose property ahuts along the line of said sewer, hut is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may he constructed, be and the same is hereby ordered.

LATERAL #1

Beginning at a proposed manhole located 1,085± LF east of and 60± LF south of Moeller Road and Adams Center Road; thence easterly 3,245± LF to a proposed manhole located 60± LF south of and 20± LF west of Fritcha Road and Moeller Road intersection; thence southerly 2,455± LF terminating at a proposed cleanout structure located 20± LF west of and 1,155± LF south of Fritcha Avenue and Trancept Drive intersection.

LATERAL #2

Beginning at a proposed manhole located 20± LF west of and 45± LF south of the intersection of Meter Road and Moeller Road; thence southerly 2,430± LF terminating at a cleanout structure located 20± LF west of and 1,130± LF south of the intersection of Meter Road and Trancept Drive.

Said sewer shall he 8", 10", 12" and 21" in diameter.

The total cost of said sewer improvement shall he paid hy funds from the Federal, State and City governmental agencies. The City monies will he appropriated from the Sewer Utility Fund of City Utilities. These monies will he repaid to City Utilities through the adoption, hy the Board of Puhlic Works, of a Resolution which will establish for each directly henefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include either any adjusted connection charge previously estahlished or agreement entered into, by Board of Puhlic Works, for those henefitted property owners under South Antbony Interceptor and appurtance projects adopted by Board of Puhlic Works April 4, 1968, Indiana Suhurhan Sewers Resolution 62-381-44 adopted hy Board of Public Works December 29, 1975, Paulding Road Lift Station agreement executed February 27, 1963, Amending Agreement of Paulding Road Lift Station agreement executed July 29, 1965, Tillman Road Interceptor Resolution 65-277-16, and Pierson Ditch adopted on June 3, 1965. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed twenty-five hundred dollars ($2,500.00) for a period of not less than one (1) year after it is estahlished by the Board of Puhlic Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23 any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed hy authority of tbis resolution does release his or their right to remonstrate against pending or future annexation hy the City of Fort Wayne.

3537

ADOPTED THIS 3 DAY OF September, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate City Attorney

This instrument prepared by: Philip R. Boller, P.E.

38

69-152-11 H.I. 9/3/80

NORTH MAUMEE INTERCEPTOR
TRIER DITCH - ZUBER'S ADDITION
SANITARY SEWER
RESOLUTION 337-80

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana that the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

LATERAL #4

Beginning at a proposed manhole located 1,000± LF north of and 1,150± LF west of the Paulding Road and Wayne Trace intersection; thence southerly 65± LF to a proposed manhole located 935± LF north of and 1,150± LF west of Paulding Road and Wayne Trace; thence easterly 45± LF to a proposed manhole located 935± LF north of and 1,105± LF west of Paulding Road and Wayne Trace; thence southeasterly along the west right-of-way of Wayne Trace 825± LF to a manhole located 50± LF west of and 15± LF north of Wayne Trace and Alberta Drive; thence southeasterly 575± LF terminating at a proposed manhole located 35± LF north of and 25± LF west of Wayne Trace and Paulding Road.

LATERAL #4-A

Beginning at a proposed manhole located 35± LF north of and 25± LF west of the centerline of Wayne Trace and Paulding Road intersection; thence easterly 275± LF terminating at a proposed manhole located 35± LF north of and 235± LF east of the Wayne Trace and Paulding Road intersection.

LATERAL #4-B

Beginning at a proposed manhole located 50± LF west of and 15± LF north of Wayne Trace and Alberta Drive; thence easterly 885± LF terminating at a proposed manhole located 15± LF north of and 205± LF east of Madonna Drive and Alberta Drive.

LATERAL #4-B-1

Beginning at a proposed manhole located 15± LF north of and 20± LF east of Zuber Drive and Alberta Drive; thence northerly 485± LF terminating at a proposed cleanout located 500± LF north of and 15± LF west of the intersection of Alberta Drive and Zuber Drive.

LATERAL #4-B-2

Beginning at a proposed manhole located 20± LF west of and 15± LF east of Madonna Drive and Alberta Drive; thence northerly 300± LF terminating at a proposed manhole located 315± LF north of and 20± LF west of the intersection of Alberta Drive and Madonna Drive.

Said sewer shall be 8" in diameter.

LATERAL #4-B-3

Beginning at a proposed manhole located 15± LF north of and 205± LF east of Madonna Drive and Alberta Drive; thence northerly 180± LF terminating at a proposed manhole located 205± LF east of and 195± LF north of Madonna Drive and Alberta Drive intersection.

LATERAL #4-B-4 (CASSEL HILLS ADDITION SANITARY SEWER)

Beginning at a proposed manhole located 270± LF west of and 35± LF south of the intersection of Linden Drive and Hessen Cassel; thence northerly 340± LF terminating at a proposed manhole located 305± LF north of and 270± LF west of the intersection of Linden Drive and Hessen Cassel; and also beginning at the aforedescribed said proposed manhole; thence southerly 250± LF terminating at a

proposed manhole located 285± LF southb of and 270± LF west of the intersection of Linden Drive and Hessen Cassel.

Said sewer sball be 8" in diameter.

LATERAL #5

Beginning at a proposed manhole located 50± LF south of and 150± LF west of tbe centerline of Trier Ditcb and Paulding Road; thence east 1615± LF terminating at a proposed manhole located 50± LF south of and 250± LF west of tbe centerline of Wayne Trace and Paulding Road.

Said sewer sball be 8" and 10" in diameter.

Tbe total cost of said sewer improvement shall be paid by funds from the Federal, State and City governmental agencies. Tbe City monies will be appropriated from tbe Sewer Utility Fund of City Utilities. Tbese monies will be repaid to City Utilities througb the adoption, by the Board of Public Works, of a Resolution wbicb will establisb for eacb directly benefitted property owner their respective pro-rate sbare tap-in fee for said sewer improvement. This resolution shall also include eitber any adjusted connection charge previously established or agreement entered into, by Board of Public Works, for those benefitted property owners under South Anthony Interceptor and appurtance projects adopted by Board of Public Works April 4, 1968, Indiana Suburban Sewers Resolution 62-381-44 adopted by Board of Public Works December 29, 1975, Paulding Road Lift Station agreement executed February 27, 1963, Amending Agreement of Paulding Road Lift Station agreement executed July 29, 1965, Tillman Road Interceptor Resolution 65-277-16, and Pierson Ditch adopted on June 3, 1965. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed twenty-five hundred dollars ($2,500.00) for a period of not less than one (1) year after it is established by the Board of Public Works. After tbis period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23 any and all property owners owning property outside tbe corporate limits of tbe City of Fort Wayne utilizing tbe sanitary sewer constructed by authority of tbis resolution does release his or tbeir right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 3 DAY OF September, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Cbairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamacbe, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate City Attorney

This instrument prepared by: Pbilip R. Boller, P.E.

3739

69-152-9 H.I. 9/3/80

NORTH MAUMEE INTERCEPTOR
ANTHONY WAYNE PUMP STATION
RESOLUTION 335-80

Resolved by the Board of Works of the City of Fort Wayne, Indiana, that the construction of a main sewer which from its size and character is not only intended and adapted for use by property owners, whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

LATERAL #1

Beginning at a proposed sanitary sewer manhole located 400± LF east of and 20± LF north of the centerline intersection of Vinson Avenue and Pettit Avenue; thence westerly in and along the right-of-way of said Pettit Avenue 2,090± LF to a proposed manhole located 40± LF west of and 20± LF south of the centerline intersection of Pettit Avenue and Wayne Trace; thence continuing westerly 1,015± LF to a proposed manhole located 80± LF west of and 45± LF south of the southeast corner of lot 12 of Tucker Court Addition; thence continuing westerly 540± LF to a proposed manhole located 45± LF west of and 45± LF south of the southeast corner of lot 6 of said Tucker Court Addition; thence southerly 160± LF to a proposed manhole located within the right-of-way of platted Sequayah Pass; thence westerly within the right-of-way of said Sequayah Pass 670± LF to a proposed manhole located 20± LF south of and 40± LF east of the centerline intersection of Sequayah Pass and Hessen Cassel Road; thence northerly within the right-of-way of said Hessen Cassel Road 550± LF to a proposed manhole located 40± LF east of and 10± LF south of the centerline intersection of Hessen Cassel Road and Maple Grove Avenue; thence westerly 465± LF to a proposed manhole located 10± LF south of and 5± LF east of the centerline intersection of Maple Grove Avenue and Schaper Drive; thence northerly within the right-of-way of said Schaper Drive 1,315± LF to a proposed manhole located 10± LF east of and 10± LF north of the centerline intersection of McMillan Park Drive and Schaper Drive; thence northerly within the right-of-way of said McMillan Park Drive 270± LF terminating at an existing pump station located 240± LF north of and 30± LF west of the centerline intersection of said McMillan Park Drive and Schaper Drive.

LATERAL #1-A

Beginning at a proposed sanitary sewer manhole located 10± LF east of and 10± LF north of the intersection of said Schaper Drive and McMillan Park Drive; thence westerly 25± LF to a proposed manhole set over an existing sanitary sewer line located 15± LF west of and 10± LF north of the centerline intersection of said Schaper Drive and McMillan Park Drive.

LATERAL #2

Beginning at a proposed sanitary sewer manhole located 45± LF east of the centerline of Hessen Cassel Road and 10± LF north of the south right-of-way line of East Maple Grove Avenue; thence easterly within the right-of-way of said East Maple Grove right-of-way 1,190± LF terminating at a proposed cleanout located 1,235± LF east of the centerline of Hessen Cassel Road and 20± LF north of the south right-of-way line of said East Maple Grove Avenue.

LATERAL #3

Beginning at a proposed sanitary sewer manhole located 40± LF west of and 20± LF south of the centerline intersection of Pettit Avenue and Wayne Trace; thence northerly along the west right-of-way line of said Wayne Trace 1,355± LF terminating at a proposed manhole located 30± LF west of and 60± LF north of the centerline intersection of Wayne Trace and Gretna Avenue.

Said sewer shall be 15", 12" and 8" in diameter.

The total cost of said sewer improvement shall be paid by funds from the Federal, State and City governmental agencies. The City monies will be appropriated from the Sewer Utility Fund of City Utilities. These monies will be repaid to City Utilities through the adoption, by the Board of Public Works, of a Resolution which will establish for each directly benefitted property owner

their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include either any adjusted connection charge previously established or agreement entered into, by Board of Public Works, for those benefitted property owners under South Anthony Interceptor and appurtance projects adopted by Board of Public Works April 4, 1968, Indiana Suburban Sewers Resolution 62-381-44 adopted by Board of Public Works December 29, 1975, Paulding Road Lift Station agreement executed February 27, 1963, Amending Agreement of Paulding Road Lift Station agreement executed July 29, 1965, Tillman Road Interceptor Resolution 65-277-16, and Pierson Ditch adopted on June 3, 1965. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed twenty-five hundred dollars ($2,500.00) for a period of not less than one (1) year after it is established by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23 any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 3 DAY OF September, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate City Attorney

This instrument prepared by: Philip R. Boller, P.E.

69-152-10 H.I.
9/3/80

NORTH MAUMEE INTERCEPTOR
TRIER DITCH - TRIER RIDGE PUMP STATION SANITARY SEWER
RESOLUTION 336-80

Resolved by the Board of Puhlic Works of the City of Fort Wayne, Indiana that the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

MAIN

Beginning at a proposed manhole located 50± LF north of and 940± LF east of Bunt Drive and Paulding Road intersection; thence southerly 40± LF west of and parallel to the west bank of Trier Ditch 5,485± LF to a proposed manhole located 50± LF north of and 900± LF east of the intersection of Gathings Drive and Tillman Road; thence westerly 400± LF to a proposed manhole located 50± LF north of and 500± LF east of Gathings Drive and Tillman Road; thence southwesterly 85± LF terminating at an existing pump station located 35± LF south of and 480± LF east of Gathings Drive and Tillman Road.

LINE A

Beginning at a proposed manhole located 410± LF south of and 770± LF east of Bunt Drive and Paulding Road intersection; thence southeasterly 80± LF terminating at a proposed manhole located on an existing sanitary sewer 470± LF south of and 820± LF east of Bunt Drive and Paulding Road intersection.

Said sewer shall be 15", 21" and 48" in diameter.

The total cost of said sewer improvement shall be paid by funds from the Federal, State and City governmental agencies. The City monies will he appropriated from the Sewer Utility Fund of City Utilities. These monies will he repaid to City Utilities through the adoption, by the Board of Public Works, of a Resolution which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include either any adjusted connection charge previously established or agreement entered into, hy Board of Public Works, for those benefitted property owners under South Anthony Interceptor and appurtance projects adopted by Board of Public Works April 4, 1968, Indiana Suhurban Sewers Resolution 62-381-44 adopted by Board of Public Works December 29, 1975, Paulding Road Lift Station agreement executed Fehruary 27, 1963, Amending Agreement of Paulding Road Lift Station agreement executed July 29, 1965, Tillman Road Interceptor Resolution 65-277-16, and Pierson Ditch adopted on June 3, 1965. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed twenty-five hundred dollars ($2,500.00) for a period of not less than one (1) year after it is established hy the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23 any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed hy authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 3 DAY OF September, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate City Attorney

This instrument prepared by: Philip R. Boller, P.E.

69-152-8 H.T. 9/3/80

TRIER DITCH INTERCONNECT INTERCEPTOR
TRIER DITCH COLONY HEIGHTS
RESOLUTION 334-80

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana that the construction of a main sewer, which from its size and character is not only intended and adapted for use hy property holders whose property abuts along the line of said sewer, hut is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may he constructed, be and the same is herehy ordered.

MAIN

Beginning at a proposed manhole located 40± LF west of the centerline of Trier Ditch and 1,400± LF west of the centerline of Meyer Road; thence southerly following the west bank of said Trier Ditch 3,110± LF to a proposed manhole located 50± LF north of and 150± LF west of the centerline intersection of Paulding Road and Trier Ditch; thence westerly along and parallel with the north right-of-way of said Paulding Road 1,460± LF to a proposed manhole located 40± LF north of and 1,570± LF west of the centerline intersection of said Paulding Road and Trier Ditch; thence southwesterly 70± LF to a proposed manhole located 30± LF south of and 1,600± LF west of the centerline intersection of said Paulding Road and Trier Ditch; thence southeasterly 33± LF terminating at a proposed manhole located 40± LF south of and 1,570± LF west of the centerline intersection of said Paulding Road and Trier Ditch.

LINE A

Beginning at a proposed manhole located 40± LF north of and 1,125± LF west of the centerline intersection of said Paulding Road and Trier Ditch; thence southerly 85± LF terminating at an existing sanitary sewer.

Said sewer shall he 48", 30", 15", and 12" in diameter.

The total cost of said sewer improvement shall he paid hy funds from the Federal, State and City governmental agencies. The City monies will be appropriated from the Sewer Utility Fund of City Utilities. These monies will be repaid to City Utilities through the adoption, by the Board of Public Works, of a Resolution which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include either any adjusted connection charge previously established or agreement entered into, hy Board of Public Works, for those henefitted property owners under South Anthony Interceptor and appurtance projects adopted hy Board of Public Works April 4, 1968, Indiana Suburban Sewers Resolution 62-381-44 adopted hy Board of Puhlic Works December 29, 1975, Paulding Road Lift Station agreement executed February 27, 1963, Amending Agreement of Paulding Road Lift Station agreement executed July 29, 1965, Tillman Road Interceptor Resolution 65-277-16, and Pierson Ditch adopted on June 3, 1965. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed twenty-five hundred dollars ($2,500.00) for a period of not less than one (1) year after it is estahlished by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23 any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed hy authority of this resolution does release his or their right to remonstrate against pending or future annexation hy the City of Fort Wayne.

ADOPTED THIS 3 DAY OF September, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate City Attorney

This instrument prepared by: Philip R. Boller, P.E.

42

333

69-151-7 H.I.
9/3/80

CASSEL HEIGHTS SANITARY SEWER
RESOLUTION 333-80

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana that the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but it is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

MAIN

Beginning at a proposed manhole located 20± LF north of and 5± LF east of the centerline intersection of Pettit Avenue and Clive Avenue; thence northerly within the right-of-way of said Clive Avenue 1,320± LF to a proposed manhole located 1± LF south of and 1± LF east of the centerline intersection of Clive Avenue and Sherwood Terrace; thence westerly within the right-of-way of said Sherwood Terrace 670± LF to a proposed manhole located 1± LF south of and 1± LF west of the centerline intersection of Sherwood Terrace and Bueter Road; thence northerly within the right-of-way of said Bueter Road 1,300± LF to a proposed manhole located 1± LF west o and 1± LF south of the said centerline intersection of Bueter Road and McKinnie Avenue; thence westerly within the right-of-way of said McKinnie Avenue 325± LF to a proposed manhole located 1± LF north of and 326± LF west of the said intersection of Bueter Road and McKinnie Avenue; thence northerly 575± LF to a proposed manhole; thence northwesterly following the meanderings of an existing natural drainage swale 1,060± LF terminating at an existing sanitary sewer pump station located 250± LF west of and 25± LF north of the centerline intersection of Portsmouth Drive and Eastrowe Street.

LINE A

Beginning at a proposed manhole located 140± LF west of and 85± LF south of the centerline intersection of Portsmouth Drive and Eastrowe Street; thence northerly 17± LF terminating at an existing sanitary sewer.

Said sewer shall be 12" in diameter.

The total cost of said sewer improvement shall be paid by funds from the Federal, State and City governmental agencies. The City monies will be appropriated from the Sewer Utility Fund of City Utilities. These monies will be repaid to City Utilities through the adoption, by the Board of Public Works, of a Resolution which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include either any adjusted connection charge previously established or agreement entered into, by Board of Public Works, for those benefitted property owners under South Anthony Interceptor and appurtance projects adopted by Board of Public Works April 4, 1968, Indiana Suburban Sewers Resolution 62-381-44 adopted by Board of Public Works December 29, 1975, Paulding Road Lift Station agreement executed February 27, 1963, Amending Agreement of Paulding Road Lift Station agreement executed July 29, 1965, Tillman Road Interceptor Resolution 65-277-16, and Pierson Ditch adopted on June 3, 1965. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed twenty-five hundred dollars ($2,500.00) for a period of not less than one (1) year after it is established by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23 any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 3 DAY OF September, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate City Attorney

This instrument prepared by: Philip R. Boller, P.E.

69-151-4 H.I.
9/3/80

NORTH MAUMEE INTERCEPTOR
RESOLUTION NO. 330-80

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that the construction of a main sewer which from its size and character is not only intended and adapted for use by property owners whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or hereafter may be constructed, be and the same is hereby ordered.

PHASE I

MAIN

Beginning at an existing sanitary sewer manhole located 300± LF north of and 100± LF east of the centerline intersection of Maumee River and Coliseum Boulevard South (U.S. 30 By-Pass); thence easterly generally following the north bank of the said Maumee River 6,910± LF terminating at a proposed manhole located 7,000± LF east of said Coliseum Boulevard and 2,400± LF south of Lake Avenue Extended.

LINE A

Beginning at a proposed manhole located 150± LF north of the Maumee River and 20± LF east of the centerline of Reed Road extended south; thence north 2,100± LF terminating at an existing Pump Station located 20± LF east of the centerline of Reed Road and 2,250± LF north of the centerline of the Maumee River.

LINE B

Beginning at a proposed manhole located 7000± LF east of Coliseum Boulevard South (U.S. 30 Bypass) and 2,400± LF south of Lake Avenue Extended; thence north 410± LF terminating at an existing sanitary sewer.

LINE C

Beginning at a proposed manhole located 6,210± LF east of Coliseum Boulevard South (U.S. 30 Bypass) and 2,400± LF south of Lake Avenue Extended; thence north 40± LF terminating at an existing sanitary sewer.

Said sewer shall be 12", 18", and 48" in diameter.

PHASE II

MAIN

Beginning at a proposed manhole located 7,000± LF east of said Coliseum Boulevard and 2,400± LF south of Lake Avenue Extended; thence northeasterly 6,160± LF to a proposed manhole located 800± LF east of and 40± LF north of the centerline intersection of Lake Avenue (Maysville Road) and North River Road; thence continuing northeasterly along and within the I&M and NIPSCO right-of-way 3,130± LF to a proposed manhole located 35± LF east of and 20± LF north of the southeast corner of lot 84 of Kern Valley Farm; thence north along the east boundary line of Kern Valley and Valley Meadows Additions 2,700± LF terminating at a proposed manhole over an existing 30" sanitary sewer located 780± LF north of and 1± LF east of the northeast corner of lot 21 of Shannonside Addition.

LINE A

Beginning at a proposed manhole located 800± LF east of and 40± LF north of the centerline intersection of Lake Avenue (Maysville Road) and North River Road; thence northwesterly 50± LF terminating at an existing sanitary sewer.

LINE B

Beginning at a proposed manhole located 30± LF east of and 50± LF north of the northeast corner of lot 75 of Kern Valley Farm; thence westerly 40± LF terminating at an existing sanitary sewer.

LINE C

Beginning at a proposed manhole located 30± LF east of and 30± LF south of the southeast corner of lot 21 of Shannonside Addition; thence westerly 40± LF terminating at an existing sanitary sewer.

LINE D

Beginning at a proposed manhole located 5± LF east of and 705± LF north of the northeast corner of lot 21 of Shannonside Addition; thence westerly 10± LF terminating at an existing sanitary sewer.

Said Sewers shall be 12", 15", 30" and 48" in diameter.

The total cost of said sewer improvement shall be paid hy funds from the Federal, State and City governmental agencies. The City monies will he appropriated from the Sewer Utility Fund of City Utilities. These monies will he repaid to City Utilities through the adoption, hy the Board of Puhlic Works, of a Resolution which will estahlish for each directly henefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include either any adjusted connection charge previously estahlished or agreement entered into, hy Board of Puhlic Works, for those henefitted property owners under South Anthony Interceptor and appurtance projects adopted hy Board of Puhlic Works April 4, 1968, Indiana Suhurban Sewers Resolution 62-381-44 adopted by Board of Puhlic Works December 29, 1975, Paulding Road Lift Station agreement executed Fehruary 27, 1963, Amending Agreement of Paulding Road Lift Station agreement executed July 29, 1965, Tillman Road Interceptor Resolution 65-277-16, and Pierson Ditch adopted on June 3, 1965. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed twenty-five hundred dollars ($2,500.00) for a period of not less than one (1) year after it is estahlished hy the Board of Puhlic Works. After this period of time the Board of Puhlic Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23 any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed hy authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 3 DAY OF September, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate City Attorney

This instrument prepared hy: Philip R. Boller, P.E.

69-151-5 H.I.
9/3/80

TRIER DITCH - MOELLER ROAD INTERCONNECT INTERCEPTOR
RESOLUTION 331-80

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana that the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

MAIN

Beginning at an existing sanitary sewer manhole located 30± LF west of and 60± LF south of the centerline intersection of U.S. 24 East and Estella Avenue; thence easterly along and parallel to the said right-of-way U.S. 24 340± LF to a proposed manhole located 60± LF south of and 300± LF west of the centerline intersection of U.S. 24 East and Adams Center Road; thence due south 300± LF parallel with said Adams Center Road to a proposed manhole; thence due east 320± LF to a proposed manhole located 40± LF west of and 400± LF south of the centerline intersection of said U.S. 24 East and Adams Center Road; thence south along and parallel to the west right-of-way of said Adams Center Road 2,100± LF to a proposed manhole located 35± LF west of 2,460± LF south of said intersection of U.S. 24 East and Adams Center Road; thence southeasterly 2,550± LF to a proposed manhole located 50± LF west of and 700± LF north of the centerline intersection of Trier Ditch and Moeller Road; thence southerly along and parallel with the west bank of said Trier Ditch 715± LF terminating at a proposed manhole located 50± LF west of and 45± LF south of the centerline intersection of said Trier Ditch and Moeller Road.

LINE A

Beginning at a proposed manhole located 40± LF west of and 400± LF south of the centerline intersection of U.S. 24 East and Adams Center Road; thence easterly 45± LF terminating at a proposed manhole located 5± LF east of and 400± LF south of the centerline intersection of U.S. 24 East and Adams Center Road.

Said sewer shall be 12" and 48" in diameter.

The total cost of said sewer improvement shall be paid by funds from the Federal, State and City governmental agencies. The City monies will be appropriated from the Sewer Utility Fund of City Utilities. These monies will be repaid to City Utilities through the adoption, by the Board of Public Works, of a Resolution which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include either any adjusted connection charge previously established or agreement entered into, by Board of Public Works, for those benefitted property owners under South Anthony Interceptor and appurtance projects adopted by Board of Public Works April 4, 1968, Indiana Suburban Sewers Resolution 62-381-44 adopted by Board of Public Works December 29, 1975, Paulding Road Lift Station agreement executed February 27, 1963, Amending Agreement of Paulding Road Lift Station agreement executed July 29, 1965, Tillman Road Interceptor Resolution 65-277-16, and Pierson Ditch adopted on June 3, 1965. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed twenty-five hundred dollars ($2,500.00) for a period of not less than one (1) year after it is established by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23 any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 3 DAY OF September, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate City Attorney

This instrument prepared by: Philip R. Boller, P.E.

69-151-6 H.I
9/3/80

TRIER DITCH INTERCONNECT INTERCEPTOR
SANITARY SEWER
RESOLUTION NO. 332-80

Resolved by the Board of Works of the City of Fort Wayne, State of Indiana, that tbe construction of a local sanitary sewer, which from its size and character is not only intended and adapted for local use by tbe property holders wbose property abuts tbereon, but also intended or adopted for receiving sewage from collateral drains, be and tbe same is hereby ordered.

MAIN

Beginning at a proposed manhole located 50± LF west of and 45± LF south of tbe centerline intersection of said Trier Ditcb and Moeller Road; thence south along and parallel witb the west bank of said Trier Ditcb 1,120± LF to a proposed manhole located 700± LF north of and 450± LF east of tbe centerline intersection of Trier Ditcb and Adams Center Road; tbence soutbwesterly crossing Trier Ditcb 870± LF to a proposed manhole located 80± LF south of and 74± LF east of the centerline intersection of Trier Ditcb and Adams Center Road; thence south along and parallel with said Trier Ditch 1,700± LF to a proposed manhole located 100± LF north of and 100± LF east of the centerline intersection of Penn Central Railroad and Trier Ditch; thence westerly along tbe right-of-way of said Penn Central rigbt-of-way 300± LF; thence south 170± LF crossing tbe said Penn Central right-of-way to a proposed manhole located 40± LF west of and 110± LF south of tbe centerline of said Trier Ditch and Penn Central Railroad; thence soutbwesterly along the north bank of said Trier Ditch 5,850± LF terminating at a proposed manhole located 40± LF west of the centerline of Trier Ditch and 1,400± LF west of tbe centerline of Meyer Road.

Said sewers sball be 48" in diameter.

The total cost of said sewer improvement shall be paid by funds from the Federal, State and City governmental agencies. The City monies will be appropriated from the Sewer Utility Fund of City Utilities. Tbese monies will be repaid to City Utilities througb the adoption, by the Board of Public Works, of a Resolution which will establish for each directly benefitted property owner their respective pro-rate sbare tap-in fee for said sewer improvement. This resolution shall also include either any adjusted connection charge previously established or agreement entered into, by Board of Public Works, for those benefitted property owners under South Antbony Interceptor and appurtance projects adopted by Board of Public Works April 4, 1968, Indiana Suburban Sewers Resolution 62-381-44 adopted by Board of Public Works December 29, 1975, Paulding Road Lift Station agreement executed February 27, 1963, Amending Agreement of Paulding Road Lift Station agreement executed July 29, 1965, Tillman Road Interceptor Resolution 65-277-16, and Pierson Ditch adopted on June 3, 1965. The pro-rate share tap-in fee for eacb directly benefitted property owner will not exceed twenty-five bundred dollars ($2,500.00) for a period of not less tban one (1) year after it is established by tbe Board of Public Works. After tbis period of time the Board of Public Works reserves the rigbt to adjust tbis tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23 any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of tbis resolution does release his or their rigbt to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 3 DAY OF September, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate City Attorney

This instrument prepared by: Philip R. Boller, P.E.

69-129-18 #I. 8/6/80

MEMORANDUM OF AGREEMENT

Rental agreement between the Board of Public Works of the City of Fort Wayne, and the Allen County Board of Commissioners, whereby the Board of Public Works will lease 100 (one hundred) parking spaces on the Clinton Street Old Fort Parking Lot to the Allen County Board of Commissioners at a rate of 35 cents per day per space or $175.00 per week for a term of one year ending December 31, 1980, retroactive to January 1, 1980. Amount due to Board of Public Works under this rental agreement shall be paid to the Board of Public Works by deducting monthly rental from the City-County Building Maintenance payment. This agreement subject to renewal on January 1, 1981, upon agreement by both signing parties.

ALLEN COUNTY BOARD OF COMMISSIONERS

Jack K. Dunifon

Richard M. Regedanz

Richard M. Ellenwood

BOARD OF PUBLIC WORKS

Mark L. Akers

Roberta Anderson Staten

Herbert R. Gamache

ATTEST:

Gloria J. Geoglein
Allen County Auditor

ATTEST:

Sandra E. Kennedy
Clerk

47

City Paid.

69-127-9 H.I. 8/6/80

Installed by City's crew.

STREET LIGHTING RESOLUTION

No. #145-80

Drexel Ave.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that is is deemed necessary to light Drexel Ave. from Queen Street to Wayne Trace with wood poles and overhead wiring and up-grading of existing lighting to current City Standards and,such lighting is now ordered.

The cost of said lighting improvements will be paid with monies from the Public Lighting Fund.

Adopted this 6th day of August 1980.

Board of Public Works

Attest:
Clerk

69-122-25 H.I. 7/30/180

SPECIFICATIONS FOR FIRE HYDRANTS

Fire hydrants used in the construction of water mains, and replacements thereof, shall be made in accordance with the latest revision of the American Water Works Association Standard, designated C502.

Fire hydrants shall be constructed such that the main valve closes with the line pressure. The main valve opening shall be a minimum of five (5) inches and its assembly, including the drain valve assembly, shall be removable through the upper barrel without removal of the nozzle section. The main valve seat-ring shall thread into a bronze insert located in the shoe of the hydrant or thread into a bronze drain ring located between the lower barrel and shoe of the hydrant. All bronze or brass parts, in constant contact with water, shall be constructed of 85-5-5-5% waterworks bronze. All flow characteristics of hydrants offered and supplied shall meet or exceed those specified in AWWA Standard C502.

All fire hydrant parts, such as lower barrel, shoe and flanges, shall be constructed in accordance with the latest revisions of Paragraph 3.1 of AWWA Standard C502. The lower barrel shall be of sufficient length so as to connect with the hydrant leg. The ground line flange is to be located not less than two (2) inches or more than six (6) inches above the finished grade of the adjacent area (normally installed in a 5½ foot deep trench).

The connection between the upper and lower barrels of fire hydrants shall be in the form of a traffic safety device that will allow rotation of the upper barrel in any increment from 1 to 180 degrees, in either direction, without disassembly and shall not be restricted by bolt hole placement. The upper and lower stem shall be joined by a traffic safety stem-coupling which, along with the connection between the upper and lower barrels, will break on traffic impact.

The bonnet or top section shall be equipped with a lubricant reservoir or chamber designed such that the operating threads of the stem will, at all times, be totally enclosed. The operating nut shall have a weather shield cast integrally with it or an O-ring seal shall be incorporated in the hydrant cover or top. All pressure seals shall be rubber O-rings.

Fire hydrants shall be equipped with a 1½ inch pentagon operating nut and hose nozzle cap removal device; one - 4½ inch pumper and two - 2½ inch hose nozzles, each with National Standard Fire hose threads of four (4) and seven and one-half (7½) threads per inch, respectively; they shall be painted Federal Yellow; the shoe connection for attachment to the water main shall be six (6) inch mechanical joint, complete with accessories, including lead-tipped rubber gaskets, designed to fit either centrifugal or pit cast pipe.

Each bidder offering to furnish fire hydrants to the City of Fort Wayne, Indiana, shall, as a part of his bid, designate the make and model of hydrant to be furnished. Also, each bidder shall furnish two copies each of the following:

WTRSPC
JOB M

A) Assembly drawings listing part names, part numbers, material and ASTM numbers.

B) Flow and design test information from an independent testing authority (U.L. or F.M.).

C) A written statement of compliance or non-compliance to specifications. If exceptions are taken they must be listed and justified.

Prepared by: D. L. Foland, P.E.
Chief Water Engineer
7/13/79
Revised 7/26/79
Revised 5/20/80

Memorandum

To P.R. Boller, P.E., Director, Water Resources
BOARD OF PUBLIC WORKS Date 24 July 1980

From D.L. Foland, P.E., Chief Water Engineer

Subject REVISION OF SPECIFICATIONS FOR FIRE HYDRANTS

COPIES TO:

BOARD OF PUBLIC WORKS
JUL 24 1980

NOTED
☐ M.L.A.
☐ R.A.S.
☐ H.R.G.
Date

Last fall, we made an extensive revision of our water main and water service materials standards, which were ultimately approved by the Board of Public Works on September 19, 1979.

Subsequent to the above adoption of materials standards, we have learned that the specifications for fire hydrants were so stringent that only one manufacturer could meet the specifications, whereas, at least three (3) manufacturers had been providing very satisfactory materials in the past. As a result, I have made a revision dated May 20, and submit it for the Board's approval for implementation. In addition to the mater (unmarked) copy, I also enclose a marked copy of the May 20 revision highlighting in yellow the portions added to the September, 1979 specification and highlighted in blue the area of those specifications which were re-worded.

I am informed by Aaron Gluck, Director of Purchasing, that he will be going out relatively soon for annual bidding of materials, therefore, I would request that this revised fire specification be considered and adopted at the earliest possible date, after which I will so inform Mr. Gluck by providing him a final adopted specification for fire hydrants.

If you should have any questions regarding this matter, I am at your disposal.

D.L. Foland

D.L. Foland, P.E.
Chief Water Engineer

****

-1-

The attached revised Fire Hydrant Specification referred to above, are hereby approved on this ____day of _____, 1980.

P.R. Boller, P.E.
DIRECTOR, Water Resources

****

-2-

The attached revised Fire Hydrant Specification referred to above, are hereby approved on this 30 day of July, 1980.

Mark L. Akers, Chairman

Roberta Anderson Staten

Herbert Gamache

ATTEST:

Sandra E. Kennedy, Clerk

69-122-25 H.I.
7/30/80

69-122-21 N.I.
7/30/80

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5890 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

(1) Lower Huntington Road - From a point 35 ± Ft. east of Premiere Drive to the east pavement line of Bluffton Road.

(2) Kinsmoor Avenue - From the west curbline of South Wayne Avenue to the east curbline of Beaver Avenue.

(3) Kinnaird Avenue - From the west curbline of Fairfield Avenue to the east curbline of Indiana Avenue.

(4) Home Avenue - From the west curbline of Fairfield Avenue to the east curbline of South Wayne Avenue.

with Hot Asphalt Binder (as per design Mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from Revenue Sharing Funds.

ADOPTED, this 30th day of July, 1980.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Mark L. Akers, Chairman

Roberta Anderson-Staten, Member

Herbert R. Gamache, Member

ATTEST: Sandra E. Kennedy
Secretary & Clerk

69-117-34 7/23/80

EMERGENCY RESOLUTION 69-117-34

WHEREAS, a gasoline leak occurred in front of Lassus Station, Fairfield and Bass Streets; and

WHEREAS, an Emergency existed for immediate repair; and

WHEREAS, the Board of Public Works hereby declared an Emergency existed to provide equipment and labor to excavate and pump the gas out of the ground and haul to the proper disposal site;

NOW, THEREFORE, the Board of Public Works requests the Purchasing Department to issue a purchase order to John Dehner, Inc., in the amount of $8,788.68 for said repairs.

Mark L. Akers

Roberta A. Staten

Herbert R. Gamache

BOARD OF PUBLIC WORKS

ATTEST: Sandra E Kennedy

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69-116-33 H.I. 7/23/80

STREET LIGHTING RESOLUTION

No.144-80

Capitol Avenue

WHEREAS: The Board of Public Works of the City of Fort Wayne, Indiana, has been petitioned by the residents of Capitol Avenue to provide street lighting and;

WHEREAS: The Board of Public Works of said City does recognize the need to provide lighting for public safety;

THEREFORE: The Board of Public Works of the City of Fort Wayne, Indiana, hereby deems it necessary to light Capitol Avenue from Woodsdale to Maple Grove, all in accordance with specifications and Design Guide on file in the office of the Department of Public Works of said City and such lighting is now ordered. The style of lighting, time frame for installation, and assessment rate, if any,for said lighting improvement, will be determined at a public hearing. This improvement is ordered pursuant to I.C. 19-5-24-1 and 19-5-24-10.

BOARD OF PUBLIC WORKS

Attest:

Clerk

69-115-25 H.I.
7/23/80

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

EMERGENCY RESOLUTION 69-115-25

WHEREAS, the Street Engineering Department has informed the Board of Works that a serious drainage problem exists as well as deteriorated corner wingwalks at the intersection of Archer and Putnam; and

WHEREAS, the Project Engineer has stated that this is an emergency situation because of the high crown in these intersections and the adjacent deteriorated corners in relation to drainage structures; and

WHEREAS, the money to make these repairs is not available in the present contract, therefore, we have asked individual contractors to submit cost estimate on this additional work; and

WHEREAS, estimates were solicited from Simmerman Construction, L.W. Dailey and Houser; and

WHEREAS, Simmerman Construction was low bidder in the amount of $8,861.25; and

NOW, THEREFORE, the Board of Works hereby declares an emergency exists and requests the Purchasing Department to issue a purchase order in the amount of $8,861.25 for said repairs.

ATTEST: Sandra E. Kennedy
Clerk

AN EQUAL OPPORTUNITY EMPLOYER

54

69-115-24 7/23/80

WATER POLLUTION CONTROL DEPARTMENT

OF THE

CITY OF FORT WAYNE

INDIANA

"MODIFIED FOR ST. JOSEPH"

SPECIFICATIONS AND STANDARD DRAWINGS

REVISED 1980

ADOPTED THIS 23RD DAY OF JULY, 1980

BY: BOARD OF PUBLIC WORKS

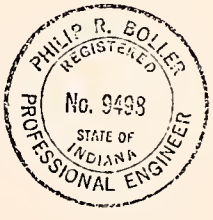
MARK L. AKERS

ROBERTA ANDERSON STATEN

HERBERT R. GAMACHE

RECOMMENDED BY:

PHILIP R. BOLLER, P.E.
CHIEF WATER POLLUTION CONTROL ENG.



54

69-115-24 7/23/80

WATER POLLUTION CONTROL DEPARTMENT

OF THE

CITY OF FORT WAYNE

INDIANA

SPECIFICATIONS AND STANDARD DRAWINGS

REVISED 1980

ADOPTED THIS 23RD DAY OF JULY, 1980

BY: BOARD OF PUBLIC WORKS

MARK L. AKERS

ROBERTA ANDERSON STATEN

HERBERT R. GAMACHE

RECOMMENDED BY:

PHILIP R. BOLLER, P.E.
CHIEF WATER POLLUTION CONTROL ENG.

PHILIP R. BOLLER
REGISTERED
No. 9498
STATE OF INDIANA
PROFESSIONAL ENGINEER

69-113-16 H.I. 7/23/80

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5889 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

(1) Madison Street - From the east property line of Lafayette Street to the west curb line of Division Street.

(2) Brandriff Street - From the west curb line of Webster Street to the east curb line of Hoagland Ave.

(3) Prince Street - From the south curb line of Masterson Avenue to its southern terminus.

(4) Philip Way - From the east curb line of Inwood Drive to the west curb line of Glencairn Drive.

(5) Coronet Drive - From the south property line of Monarch Drive to the north property line of Countess Drive.

(6) Majestic Lane - From the south curb line of Monarch Drive to the north curb line of Countess Drive.

(7) Fricke Avenue - From the west curb line of Parnell Avenue to its western terminus.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana from monies appropriated from Revenue Sharing Funds.

ADOPTED, this 23 day of July, 1980.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Mark L. Akers, Chairman

Roberta Anderson-Staten, Member

Herbert R. Gamache, Member

ATTEST: Sandra E Kennedy
Secretary & Clerk

69-113-15 #1.
7/23/80

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5888 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. Sherman Blvd. - From the north curbline of Elmer Avenue to the north pavement line of Franke Park Drive.

2. Oakland Street - From the north curbline of Margaret Avenue to the south curbline of State Blvd.

3. Rosemont Drive - From the west property line of North Highlands Blvd. to the east property line of Lot #41 Rosemont Addition, more particularly known as 1519 Rosemont Drive.

4. Washington Center Road - From the east pavement line of Industrial Road to a point approximately 400 ± Ft. east thereof.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from Revenue Sharing Funds.

ADOPTED, this 23 day of July, 1980.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Mark L. Akers, Chairman

Roberta Anderson-Staten, Member

Herbert R. Gamache, Member

ATTEST: Sandra E. Kennedy
Secretary & Clerk

57

Subject to C.O. for H.W. only

69-110-6 H.I
7/17/80

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, made and entered into by and between the State of Indiana, acting by and through the Indiana State Highway Commission, hereinafter referred to as the "STATE", and the City of Fort Wayne, Indiana, acting by and through the Board of Public Works of the City of Fort Wayne, hereinafter referred to as the "CITY".

WITNESSETH

WHEREAS, the STATE and the CITY did, on August 10, 1978, enter into an Agreement providing for cooperation in the construction and financing of the proposed improvement of Northrup Street (State Road 3), at the intersections with Fernhill Avenue and Wells Street, and

WHEREAS, during the reconstruction of the Conrail crossing, by the railroad in accordance with a force account agreement, it was determined that extra work was required; specifically, header modification in the northbound lanes of Northrup Street, and

WHEREAS, in order to expedite the work of reconstruction of the crossing, the STATE requested the CITY to have the City's contractor perform the extra work with the understanding that the CITY would pay the contractor for performing the work and the STATE would reimburse the CITY for those costs under this agreement, and

WHEREAS, in order for the STATE to reimburse the CITY for the cost of the extra work, it is necessary to supplement the original agreement.

NOW, THEREFORE, in consideration of the premises and the mutually dependent covenants herein contained, the parties hereto agree as follows:

In addition to the payment set out in Section 8 of the original Agreement, which is limited to $135,000.00, the STATE will pay the CITY the lump sum amount of $2,148.39 as the STATE'S share of the cost of the

header modification in the northbound lanes of Northrup Street.

A copy of the contractor's billing for this work is attached hereto as Exhibit "A".

Payment in the amount of $2,148.39 will be made by the STATE to the CITY upon receipt of a bill from the CITY for this extra work.

Except as herein modified, changed and supplemented, all terms of the original Agreement, dated August 10, 1978, shall remain in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement this 17th day of July, 1980.

THE CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS

BY _____

BY _____

BY _____

BY _____

THE STATE OF INDIANA

THE INDIANA STATE HIGHWAY COMMISSION

By _____
Executive Director
Henry P. Wehrenberg

Attest:

_____

EXHIBIT "A"

INVOICE

Spears-Dehner, Inc.

"ENGINEERS AND CONTRACTORS"

OFFICE:
1212 CLARK STREET
219-423-1616

YARD:
2500 W. COLISEUM BLVD.
219-748-8311, 483-6904
219-482-2585

P. O. BOX 1246
FORT WAYNE, INDIANA 46801

TO City of Fort Wayne, IN
Street Engineering
7th Floor, City-County Bldg.
Fort Wayne, IN 46802
Attn: Ken Traylor

May 16, 1980

TERMS: NET

	STATE OF INDIANA - Railroad Header Modification - Fernhill Avenue Work Performed: 5/9/80 thru 5/13/80	
5/09/80	2 Mechanics - 5 hrs. S.T. @ $21.50 per hr. = $ 107.50 5 hrs. O.T. @ $32.25 per hr. = $ 161.25	
5/10/80	2 Mechanics - 16 hrs. O.T. @ $32.25 per hr. = $ 516.00	
5/12/80	2 Mechanics - 16 hrs. S.T. @ $21.50 per hr. = $ 344.00 4 hrs. O.T. @ $32.25 per hr. = $ 129.00	
5/13/80	2 Mechanics - 8½ hrs. S.T. @ $21.50 per hr. = $ 182.75	
	TOTAL LABOR	$1,440.50
MATERIAL:	Oxygen: 4 @ $5.24 ea. = $ 20.96 Acetylene: 2 @ $29.87 ea. = $ 59.74 Cutting Rod: 4 @ $15.40 ea. = $ 61.60	
	TOTAL MATERIAL	$142.3
EQUIPMENT:	#278 300 AMP Welder: 18½ hrs. @ $6.65 = $123.03 #214 300 AMP Welder: 26½ hrs. @ $6.65 = $176.23 #375 185 PSI Air Compressor: 26½ hrs. @ $10.05 = $266.33	
	TOTAL EQUIP. RENTAL	$565.59
	TOTAL AMOUNT DUE	$2,148.39

APPROVED K.M. Traylor
... ENGINEERING DEPT.
5/20/80

57

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

engineering department

7th floor

July 17, 1980

Mr. G. K. Hallock, Chief Highway Engineer
Indiana State Highway Commission
Rm. 1101, State Office Bldg.
100 North Senate Avenue
Indianapolis, IN 46204

Attention: Mr. D. O. Epp
Engineer of Consulting Services

Subject: City-State Agreement - Fort Wayne
SR-3 Northrup Street at Fernhill Avenue

Dear Mr. Epp:

We are returning two (2) of the original proposed supplements to the subject agreement properly executed by the City of Fort Wayne Board of Public Works, per instructions contained in your letter to Mr. Kenneth N. Traylor dated July 14, 1980. This supplement provides for the Indiana State Highway Commission to pay for additional work on the Conrail Railroad crossing not covered by original agreement.

Payment in the amount of $2,148.39 is to be made by the Indiana State Highway Commission to the City of Fort Wayne upon receipt of invoice, per this supplemental agreement.

Receipt of a fully executed copy of the document will be appreciated so that it can be retained in our files.

Yours very truly,

Carl E. O'Neal

Carl E. O'Neal
Director of Transportation

CEO:ms
Enc. (2)
CC: R. Hawk (Attn: D. Brenneman)
D. Lucas
Bd. of Works
Street Engr.

57

STATE of INDIANA

INDIANA STATE HIGHWAY COMMISSION
100 North Senate Avenue
Indianapolis, Indiana 46204

INDIANAPOLIS
Room 1101, State Office Building
317-232-5533

July 14, 1980

Mr. Kenneth N. Traylor, P.E.
Chief Street Engineer
City of Fort Wayne
City-County Building
One Main Street
Fort Wayne, Indiana 46802

Subject: City-State Agreement
Fort Wayne
SR-3 Northrup Street at
Fernhill Avenue

Dear Mr. Traylor:

Attached find three (3) copies of a proposed supplement to the subject agreement between the City of Fort Wayne and the Indiana State Highway Commission. This supplement provides for the payment by the State for additional work not included in the original agreement.

Please have the proper signatures affixed on page 2. Two (2) original signed documents should be returned to this office for further processing.

We will provide you with a fully executed document after the returned agreements have been signed by our Executive Director.

Very truly yours,

D. O. Epp
Engineer of Consulting Services

For: G. K. Hallock
Chief Highway Engineer

GKH:DOE:sl

cc: Mr. Hallock
Mr. Hawk (Attn: Mr. Brenneman)
Mr. Lucas
File

An Equal Opportunity Employer

57

State Form 3223

AD-112

STATE HIGHWAY COMMISSION TRANSMITTAL SLIP	DATE July 14 1980
TO: Mr. Dean Brenneman	REF. NO. OR ROOM, BLDG. Ft Wayne
FROM: Dan Epp	REF. NO. OR ROOM, BLDG.

ACTION

☐ NOTE AND FILE	☐ PER OUR CONVERSATION
☐ NOTE AND RETURN TO ME	☐ PER YOUR REQUEST
☐ RETURN WITH MORE DETAILS	☐ FOR YOUR APPROVAL
☐ NOTE AND SEE ME ABOUT THIS	☐ FOR YOUR INFORMATION
☐ PLEASE ANSWER	☐ FOR YOUR COMMENTS
☐ PREPARE REPLY FOR MY SIGNATURE	☐ SIGNATURE
☒ TAKE APPROPRIATE ACTION	☐ INVESTIGATE AND REPORT

COMMENTS:

If this supplement is what you had in mind — Please send it to Lily for execution and return to me. Thanks!

DE

57A

69-107-28 H.I. 7/16/80

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

5-117-80

STANDARD FORM OF AGREEMENT
BETWEEN

OWNER AND ENGINEER

FOR

PROFESSIONAL SERVICES

Prepared by

ENGINEERS' JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A practice division of the
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and by

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and by

AMERICAN SOCIETY OF CIVIL ENGINEERS

1910-1 (1979 Edition)

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of July 16, 19 80

between Board of Public Works, City of Fort Wayne, Indiana, 9th Floor, City-County Building, One Main Street, Fort Wayne, Indiana 46802 (OWNER) and Ronald L. Bonar & Associates, Inc., 616 South Harrison Street, Fort Wayne, Indiana 46802 (ENGINEER).

OWNER intends to construct improvements on approximately 3,900 L.F. of Bluffton Road (M-F 080[1]) from Engle Road to the St. Mary's River Bridge. The improvements consist of new curbs, drainage, widening, resurfacing, sidewalks, street lights, turn lanes, and signal modernization at Engle Road and Brooklyn Avenue.

(hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1—BASIC SERVICES OF ENGINEER

1.1. General.

1.1.1. ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.2. Study and Report Phase.

After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or

services of the types described in paragraph 3.3, and act as OWNER's representative in connection with any such services.

1.2.3. Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.4. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.5. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

1.2.6. Furnish five copies of the Report and present and review it in person with OWNER.

The duties and responsibilities of ENGINEER during the Study and Report Phase are amended and supplemented as indicated in paragraph 2 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1. In consultation with OWNER ~~and on the basis of the accepted Report~~ determine the extent of the Project.

1.3.2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings ~~and outline specifications~~.

1.3.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

1.3.4. Furnish five copies of the above preliminary design documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in paragraph 3 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.4. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1. On the basis of the accepted preliminary design documents and the revised opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

1.4.2. Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.4.5. Furnish five copies of the above documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemented as indicated in paragraph 4 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

~~**1.5. Bidding or Negotiating Phase.**~~

~~After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:~~

1.5.1. Assist OWNER in obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services.

1.5.2. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.3. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.5.4. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in paragraph 5 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.6. Construction Phase.

During the Construction Phase ENGINEER shall:

1.6.1. Consult with and advise OWNER and act as his representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract No. 1910-8, (1978 edition). The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided in paragraph 6 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" and except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.6.2. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

1.6.3. Review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions) and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.

1.6.4. Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.6.5. Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accom-

panying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

1.6.6. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.6.5.

1.6.7. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1 thru 1.6.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.

SECTION 2—ADDITIONAL SERVICES OF ENGINEER

2.1. General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and

audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.8. Services resulting from the award of more separate prime contracts for construction, materials, equipment or services for the Project than are contemplated by paragraph 5.1.1.2, and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.

2.1.9. Providing [illegible] staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.10. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.1.11. Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1.

2.1.12. Preparing for OWNER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.

2.1.13. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).

2.1.14. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing, adjusting and balancing); and training personnel for operation and maintenance.

2.1.15. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.16. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).

2.1.17. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

2.2. Resident Services During Construction.

2.2.1. If requested by OWNER or recommended by ENGINEER and agreed to in writing by the other, a Resident Project Representative will be furnished, and will act as directed by ENGINEER in order to assist ENGINEER in observing performance of the work of Contractor(s). Such services will be paid for by OWNER as indicated in paragraph 5.1.2.4.

2.2.2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants will be set forth in Exhibit B which is to be identified, attached to and made a part of this Agreement before such services begin.

2.2.3. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); but the furnishing of such resident Project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents.

2.2.4. If OWNER designates another person to represent OWNER at the Project site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER under this Agreement will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

SECTION 3—OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2. Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"), data prepared by or services of others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his services.

3.4. Provide field control surveys and establish reference points and base lines (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters") to enable Contractor(s) to proceed with the layout of the work.

3.5. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

3.6. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.7. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.8. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

3.9. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.

3.10. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of Contractor(s).

3.11. Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.

3.12. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4—PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.

4.2. The services called for in the Study and Report Phase will be completed and the Report submitted within the stipulated period indicated in paragraph 2 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with that phase of services.

4.3. After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Project Cost within the stipulated period indicated in paragraph 3 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with that phase of services.

4.4. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Project Cost for all work of Contractor(s) on the Project within the stipulated period indicated in paragraph 4 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with that phase of services.

4.5. ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project.

4.6. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s) (except as may be otherwise required to complete the services called for in paragraph 6.2.2.5).

4.7. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written approval by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

4.8. If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

4.9. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, [illegible] ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.10. If ENGINEER's services for design [illegible] are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year

after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

4.11. In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be included in Exhibit A, "Further Description of Basic Engineering Services and Related Matters," and the provisions of paragraphs 4.4 through 4.10 inclusive, will be modified accordingly.

[The remainder of this page was left blank intentionally.]

SECTION 5—PAYMENTS TO ENGINEER

5.1. Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A "Further Description of Basic Engineering Services and Related Matters") as follows:

[Delete inapplicable language and initial]

5.1.1.1. *One Prime Contract.* If only one prime contract is awarded for construction, materials, equipment and services for the entire Project, 6 % of the Construction Cost; with a maximum fee of $52,740.00 based upon the preliminary estimate of quantities attached and marked Exhibit "B".

~~5.1.1.2. *Several Prime Contracts.* If more than one but less than ____ separate prime contracts are awarded for construction, materials, equipment and services for the entire Project, ____% of the Construction Cost; but, if any prime contract contains cost-plus or incentive savings provisions for Contractor(s)' basic compensation, ____% of the Construction Cost.~~

5.1.2. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

[Delete inapplicable language and initial]

5.1.2.1. *General.* For Additional Services rendered under paragraphs 2.1.1 through 2.1.17, inclusive (except services covered by paragraph 2.1.7 and services as a consultant or witness under paragraph 2.1.16), on the basis of Payroll Costs times a factor of 2.1 for services rendered by principals and employees assigned to the Project.

5.1.2.2. *Special Consultants.* For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.7 or 2.1.17, the amount billed to ENGINEER therefor times a factor of 1.1.

5.1.2.3. *Serving as a Witness.* For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.1.16, at the rate of $200.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis provided in paragraph 5.1.2.1).

5.1.2.4. *Resident Project Services.* For resident services during construction furnished under paragraph 2.2.1, on the basis of Payroll Costs times a factor of 2.1 for services rendered by principals and employees assigned to field offices in connection with resident Project representation.

5.1.3. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4. As used in this paragraph 5.1, the term "Construction Cost" will have the meaning assigned to it in paragraph 6.1, and terms "Payroll Costs" and "Reimbursable Expenses" will have the meanings assigned to them in paragraph 5.4 which appears on the reverse side of this page.

5.2. Times of Payments.

5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.2.2. Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services:

Phase	*Insert Actual Percentage*
~~Study and Report~~	~~xxxxxxxxxx~~
Preliminary Design	40 %
Final Design	60 %
~~Bidding or Negotiating~~	~~xxxxxxxxxx~~
~~Construction~~	~~xxxxxxxxxx~~
TOTAL	100%

5.3. Other Provisions Concerning Payments.

5.3.1. If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days

after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of Payroll Costs times a factor of 2.1 for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination, which shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:

20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase; or

10% if termination occurs after commencement of the Final Design Phase.

5.4. Definitions.

5.4.1. The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. For the purposes of this Agreement, the principals of ENGINEER and their hourly payroll costs are:

Ronald L. Bonar -- $20.70

The amount of customary and statutory benefits of all other personnel will be considered equal to 23 % of salaries and wages.

5.4.2. Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

[The remainder of this page was left blank intentionally.]

SECTION 6—CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to OWNER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. [Construction Cost is one of the items comprising Project Costs which is defined in paragraph 1.2.5.] When Construction Cost is used as a basis for payment it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER:

6.1.1. For completed construction work the total costs of all work performed as designed or specified by ENGINEER.

6.1.2. For work designed or specified but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal for such work.

6.1.3. For work designed or specified but not constructed upon which no such bid or proposal is received, the most recent estimate of Construction Cost, or, if none is available, ENGINEER's most recent opinion of probable Construction Cost.

Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from ENGINEER's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

6.2. Opinions of Cost.

6.2.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Project or Construction Cost he shall employ an independent cost estimator as provided in paragraph 3.8.

6.2.2. If a Construction Cost limit is established by written agreement between OWNER and ENGINEER, the following will apply:

6.2.2.1. The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Project or Construction Cost in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2. Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.

6.2.2.3. ENGINEER will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Drawings and Specifications and to make reasonable adjustments in the extent of the Project to bring it within the cost limit.

6.2.2.4. If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2.5. If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's extent or quality. In the case of (3), ENGINEER shall, without additional charge, modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. The providing of such service will be the limit of ENGINEER's responsibility in this regard and, hav-

ing done so, ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

SECTION 7—GENERAL CONSIDERATIONS

7.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2. Reuse of Documents.

All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3. Controlling Law.

This Agreement is to be governed by the law of the principal place of business of ENGINEER.

7.4. Successors and Assigns.

7.4.1. OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.4.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 7.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

7.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

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7.5. Arbitration

7.5.1. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated in paragraphs 7.5.3 and 7.5.4 below. This Agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph 7.5 will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

7.5.2. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.5.3. All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than $200,000 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning, any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than $200,000 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than $200,000 (exclusive of interest and costs).

7.5.4. No arbitration arising out of, or relating to, this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

7.5.5. By written consent signed by all the parties to this Agreement and containing a specific reference hereto, the limitations and restrictions contained in paragraphs 7.5.3 and 7.5.4 may be waived in whole or in part as to any claim, counterclaim, dispute or other matter specifically described in such consent. No consent to arbitration in respect of a specifically described claim, counterclaim, dispute or other matter in question will constitute consent to arbitrate any other claim, counterclaim, dispute or other matter in question which is not specifically described in such consent or in which the sum or value in controversy exceeds $200,000 (exclusive of interest and costs) or which is with any party not specifically described therein.

7.5.6. The award rendered by the arbitrators will be final, not subject to appeal and judgment may be entered upon it in any court having jurisdiction thereof.

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Revised 4/10/79

SECTION 8—SPECIAL PROVISIONS, EXHIBITS and SCHEDULES.

8.1. This Agreement is subject to the following special provisions.

8.1.1 Reference Section 5, the estimated maximum fee for Basic Services is $52,740.00. This amount may not be exceeded without prior written approval of the Owner.

8.1.2 This Agreement is intended to cover only the phases of Preliminary Design and Final Design up to the Bidding Phase.

8.2. The following Exhibits are attached to and made a part of this Agreement:

8.2.1. Exhibit A "Further Description of Basic Engineering Services and Related Matters" consisting of 2 pages.

8.2.2 Exhibit "B" - Preliminary Estimate of Quantities and Engineer's Opinion of Probable Construction Cost.

8.3. This Agreement (consisting of pages 1 to 15, inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

ATTEST: Sandra E Kennedy

ENGINEER: Ronald L Bowman

EXHIBIT "A" TO AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES
DATEO July 16 , 1980

FURTHER OESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATEO MATTERS

1. This is an exhibit attached to, made a part of and incorporated by reference into the Agreement made on July 16 , 1980, between the Board of Public Works of the City of Fort Wayne, Indiana (Owner) and Ronald L. Bonar & Associates, Inc. (Engineer). The Basic Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in Section 4 of the Agreement are stipulated as indicated below.

2. It is understood that the Project proposed by Owner is to be constructed utilizing Federal Funds made available by the Federal Highway Administration. Engineer agrees that the preparation of plans, special provisions shall be in a form acceptable to the Indiana State Highway Oepartment and Federal Highway Administration. Engineer shall work with the Indiana State Highway Oepartment and Federal Highway Administration representatives in the review and approval of the plans and special provisions to insure Owner's ability to qualify said Project for Federal Highway Administration funding.

3. During the Preliminary Oesign Phase, Engineer shall:
Determine in consultation with Owner the exact scope of the Project including pavement widths, lane widths, turn lane and intersection geometrics, street lighting and sidewalk requirements, and existing driveway elimination or modifications. The Preliminary Oesign Phase services will be completed and Engineer's documentation and opinion of cost submitted within thirty (30) calendar days following written authorization from Owner to Engineer to proceed.

4. Ouring the Final Oesign Phase, Engineer shall:
Review the Project with the State and Federal Highway representatives for field check and incorporate any changes or modifications requested by them. Prepare final drawings in a form satisfactory for approval and bidding by the Indiana State Highway Oepartment. Assist Owner in obtaining necessary clearances from the Indiana State Highway Oepartment to allow for bidding of the Project.

   Engineer shall assist Owner in securing the services of a soils consultant, if a consultant is necessary for the Project, to provide necessary soils information as required by the Indiana State Highway Oepartment as part of the design. The cost of said soils consultant shall be paid directly by Owner.

   The Final Oesign Phase services will be completed, and final plans, special provisions and Engineer's opinion of cost submitted within sixty (60) calendar days following written authorization from Owner to Engineer to proceed with the Final Oesign Phase.

5. The above time periods for completion of work by Engineer for Owner represent time spent on the project by Engineer. This time frame shall be increased to allow for delays caused in review and approval by Owner, Indiana State Highway Department, Federal Highway Administration, or any other regulatory agency having input and participation in the project.

6. It is understood that this Agreement is intended to cover only the Preliminary and Final Design Phases of the Project. A supplemental agreement shall be prepared if Owner is desirous of Engineer providing additional services during the Bidding and Construction Phases of the Project.

7. The Engineer shall determine existing right-of-way location and required additional temporary and permanent right-of-way for the Project. Preparation of legal descriptions, contacting and negotiating acquisition with property owners shall be provided by Owner.

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PRELIMINARY

EXHIBIT "B"

ESTIMATE OF QUANTITIES

Ronald L. Bonor and Associates, Inc.
Engineering – Surveying – Planning
616 South Harrison Street
Fort Wayne, Indiana – 46802
Phone No. 424-0318

PROJECT NAME Bluffton Road

LOCATION from Engle Road to Vesey Avenue

PREPARED BY M.R.F.

SHEET No. 1 OF 1 DATE 5/12/80

ITEM NO.	DESCRIPTION	QUANITY	UNIT	UNIT PRICE DOLS.	UNIT PRICE CTS.	AMOUNT DOLS.	AMOUNT CTS.
1.	Mobilization and Demobilization	1	L.S.	10,000	00	10,000	00
2.	Clearing right of way	1	L.S.	5,000	00	5,000	00
3.	Tree Removal	6	EA	300	00	1,800	00
4.	Removal of Pavement	120	SYS	4	00	480	00
5.	Common Excavation	4200	CYS	5	00	21,000	00
6.	B Borrow For Structure Backfill	400	CYS	8	00	3,200	00
7.	Bituminuos Mixture For Patching	60	TON	35	00	2,100	00
8.	Widening With Bituminuos Mixture	5300	TON	25	00	132,500	00
9.	Type O Compacter Aggregate For Surface (Size NO. 73)	20	TON	10	00	200	00
10.	H.A.C. Binder #8 or 9	2640	TON	26	00	68,640	00
11.	H.A.C. Surface # 11B	1320	TON	27	00	35,640	00
12.	Bituminuos Mixture FOr Approaches	575	TON	27	00	15,525	00
13.	Sealing Cracks and Joints in Concrete Pavement or Base	5	TON	200	00	1,000	00
14.	Bituminuos Material For Tack Coat	15	TON	200	00	3,000	00
15.	Cement COncrete Pavement for Driveways	650	SYS	26	00	16,900	00
16.	Guard Rail, Type "B"	2200	LFT	15	00	33,000	00
17.	Curb and Gutter, COmbined	8000	LFT	9	00	72,000	00
18.	Center Curb, Concrete, Type "D"	1280	SYS	28	00	35,840	00
19.	Mulched Seeding, Class "U"	11000	SYS		75	8,250	00
20.	Line, Skip Yellow 5" (Thermo)	1300	LFT	1	50	1,950	00
21.	Line, Solid Yellow 5" (Thermo)	3400	LFT	1	50	5,100	00
22.	Line, Solid White 5" (Thermo)	600	LFT	1	50	900	00
23.	Special Markings Word "Only"	16	EA	100	00	1,600	00
24.	Special Markings, Arrows	16	EA	100	00	1,600	00
25.	Special Markings, Stop Bars	8	EA	75	00	600	00
26.	Maintaining Traffic	1	L.S.	25,000	00	25,000	00
27.	Standard Barricade Type III	5	EA	1,000	00	5,000	00
28.	Construction Sign Type "A"	7	EA	300	00	2,100	00
29.	Pipe, 12", Class IV	410	LFT	16	00	6,560	00
30.	Inlet Type FWI-C	15	EA	450	00	6,750	00
31.	Manhole Type FWI-C	2	EA	1200	00	2,400	00
32.	Riprap 6"	20	TON	10	00	200	00
33.	Concrete Sidewalk	1950	SYS	16	00	31,200	00
34.	Signal Modernization (2 locations)	2	L.S.	65,000	00	130,000	00
35.	Street Lighting	36	EA	1,250	00	45,000	00
	TOTAL					$732,035	00
	Contingency & Inflation 20%					$146,965	00
	TOTAL CONSTRUCTION COST					$879,000	00

5 57

69-142-18 H.I 8/2 c/50

SPY RUN INTERCONNECT INTERCEPTOR
RESOLUTION NO. 323-80

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana that the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but it is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

Beginning at a proposed structure located 5± LF north of and 20± LF west of the intersection of Northside Drive and Glazier Avenue; thence westerly 310± LF to a proposed structure located 10± LF north and 105± LF east of the intersection of Spy Run Avenue Extended and Dunwood Drive; thence westerly 1530± LF to a proposed structure located 20± LF north of and 380± LF west of the intersection of Clinton Street and Dunwood Drive; thence northwesterly 120± LF to a proposed structure located 460± LF north of and 50± LF east of the intersection of Grove Street and Westbrook Drive; thence northwesterly 215± LF to a proposed manhole located 670± LF north of and 30± LF west of the intersection of Grove Street and Westbrook Drive; thence westerly 990± LF to a proposed manhole located 800± LF north and 890± LF east of the intersection of Wells Street and Elmer Avenue; thence southwesterly 565± LF to a proposed manhole located 510± LF north and 420± LF east of the intersection of Wells Street and Elmer Avenue; thence westerly 925± LF to a proposed manhole located 540± LF north of and 500± LF west of the intersection of Wells Street and Elmer Avenue; thence northwesterly 1,227± LF to a proposed manhole located 50± LF south of and 80± LF west of the intersection of Sherman Boulevard and Franke Park Drive; thence westerly 825± LF

to a proposed manhole located 40± LF north of and 900± LF west of the intersection of Sherman Boulevard and Franke Park Drive; thence southwesterly 40± LF terminating at a proposed structure located 10± LF north and 920± LF west of the intersection of Sherman Boulevard and Franke Park Drive.

Said sewer shall be 48" in diameter.

The total cost of said sewer improvement shall be paid by funds from the Federal State and City governmental agencies. The City monies will be appropriated from the Sewer Utility Fund of City Utilities. These monies will be repaid to City Utilities through the adoption, by the Board of Public Works, of a Resolution which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include any adjusted connection charge previously established, by the Board of Public Works for those benefitted property owners under Spy Run Interceptor and Smith Field Interceptor adopted by the Board of Public Works on March 14, 1968. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed Two Thousand Five Hundred ($2,500.00) for a period of not less than one (1) year after it is established by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23, any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of

5. 57
8

Fort Wayne.

ADOPTED THIS 20 DAY OF August, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:
_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:
_____
Richard I. Snouffer, Associate
City Attorney

Prepared by:

P.R. Boller, P.E.

69-106-2.1 H.I
7/16/80

REHABILITATION OF SEWERS
SSES SUBSYSTEM BS, CS, NS, OS

RESOLUTION NO. 321-80

RESOLVED by the Board of Works of the City of Fort Wayne, State of Indiana, that the rehahilitation of existing local sanitary sewers within part of the east half of Section 23, west half of Section 24 and southwest quarter of Section 13 Township 31 North, Range 12 East; north half and southeast quarter of Section 13, Township 31 North, Range 13 East and southwest quarter of Section 18, Township 31 North, Range 13 Eat; southwest quarter of Section 29, Township 31 North, Range 13 East; south half of Section 29, Township 31 North, Range 13 East; is in the best interest of the citizens of Fort Wayne therefore, he and the same is hereby ordered, more particularly described as follows:

SUBSYSTEM BS: The boundaries of Subsystem BS are on the north houndary of North Sherwood Terrace Addition on the north, Highway 27 on the west, Coliseum Boulevard on the south and Leo Road on the east and includes part of Northcrest Addition, North Sherwood Terrace Speedway Addition.

SUBSYSTEM CS: The houndaries of Suhsystem CS are Cook Road on the north, Washington Center Road on the south, Campus Court on the east and U.S. Highway 27 on the west and includes parts of Crestwood Colony Addition Springwood Addition, Colonial Park Addition.

SUBSYSTEM NS: The houndaries of Suhsystem NS are U.S. Highway 30 on the north, Eastwood Drive on the south, U.S. Highway 30 on the east and Hohson Road on the west and includes Campus Court Addition.

SUBSYSTEM OS: The boundaries of Suhsystem OS are Trier Road on the north, Vance Avenue on the south, Reed Road on the east and Inwood Drive on the west and includes parts of Glenwood Park Addition and Trier Wood Park Addition.

LATERAL "I": Beginning at a proposed manhole located 15± LF south of and 5± LF east of the intersecton of Beckstein Drive and David Lane; thence, northeasterly 420± LF terminating at a proposed manhole located 160± LF south of and 50± LF west of the intersection of Sand Ridge Road and David Lane.

LATERAL "J": Beginning at a proposed manhole located 15± LF south of 5± LF east of the intersection of Beckstein Drive and David Lane; thence, southerly a distance of 165± LF terminating at a proposed cleanout located 180± LF south of the intersection of Beckstein Drive and David Lane.

LATERAL "K": Beginning at a proposed manhole located 15± LF south of and 15± LF west of the intersection of Elwood Drive and Sand Ridge Road; thence, easterly 550± LF terminating at a proposed cleanout located 15± LF south of and 100± LF east of the intersection of Sand Ridge Road and Rutland Lane.

LATERAL "L": Beginning at a proposed manhole located 25± LF south of and 30± LF east of the intersection of Hampshire Drive and South Drive; thence, northerly 125± LF terminating at a proposed cleanout located 100± LF north of and 25± LF east of the intersection of Hampshire Drive and South Drive.

LATERAL "M": Beginning at an existing manhole located 290± LF north of and 35± LF west of the intersection of Wyandotte Drive and Trier Road; thence, northerly 215± LF terminating at a proposed manhole located 225± LF south of and 25± LF west of the intersection of Wyandotte Drive and South Drive.

LATERAL "X": Beginning at a proposed manhole located 30± LF south of and 20± LF west of the intersection of Bueschine Drive and Stellhorn Road; thence, southerly 400± LF terminating at a proposed manhole located 430± LF south of and 20± LF west of the intersection of Buesching Drive and Stellhorn Road.

The total cost of said sewer improvement shall be paid by funds from the Federal, State and City governmental agencies. The City monies will be appropriated from the Sewer Utility Fund of City Utilities. These monies will be repaid to City Utilities through the adoption, by the Board of Public Works, of a Resolution which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement.

This resolution shall also include any adjusted connection charge previously established, by the Board of Public Works, for those directly benefitted property owners, under the adopted Resolution No. 61-140-11. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed twenty-five hundred dollars ($2,500.00) for a period of not less than one (1) year after it is established by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-17 to 23, any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 16th DAY OF July, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate City Attorney

This instrument prepared by: Philip R. Boller, P.E.

3-21-80
Lower Keel
7/16/80 +/

69-106-20 H.I.
7/16/80

PATTON TRAILER SANITARY SEWER

RESOLUTION 320-1980

RESOLVED hy the Board of Puhlic Works of the City of Fort Wayne, Indiana that the construction of a main sewer, which from its size and character is not only intended and adapted for use hy property holders whoe property ahuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, he and the same is herehy ordered.

Beginning at a proposed manhole located 25± LF north of and 25± LF east of the centerline intersection of Old Leo Road right-of-way and the north right-of-way line of I&M Electric Tower line; thence, southwesterly 5± LF south and generally parallel to the north right-of-way line of said Old Leo Road 2671± LF terminating at a proposed structure located 500± LF northeast and 20± LF north of the centerline intersection of Diebold Road and Old Leo Road.

Said sewer shall he 12" in diameter.

The total cost of said sewer improvement shall he paid hy funds from the Federal, State and City governmental agencies. The City monies will he appropriated from the Sewer Utility Fund of City Utilities. These monies will he repaid to City Utilities through the adoption, hy the Board of Puhlic Works, of a Resolution which will estahlish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include any adjusted connection charge previously estahlished, hy the Board of Public Works, for those directly benefitted property owners, under the adopted Resolution No. 61-140-11. The pro-rate share tap-in fee for each directly henefitted property owner will not exceed twenty-five hundred dollars ($2,500.00) for a period of not less than one (1) year after it is estahlished by the Board of Public Works. After this period of time the Board of Puhlic Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1/ to 23, any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed hy authority of this resolution does release his or their right to remonstrate against pending or future annexation hy the City of Fort Wayne.

ADOPTED THIS 16th DAY OF July, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roherta Anderson Staten, Memher

BY: _____
Herbert Gamache, Memher

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate City Attorney

This instrument prepared hy: Philip R. Boller, P.E.

69-106-18 H.I
7/16/80

CAMPUS COURT
PUMP STATION ELIMINATION

RESOLUTION NO. 318-1980

MAIN:

Beginning at an existing sanitary sewer manhole located 900± LF west of and 45± LF north of the centerline intersection of Trier Road and Hohson Road; thence, westerly 140± LF to a proposed manhole; thence, due south 400± LF to a proposed manhole situated 650± LF east of and 80± LF south of the centerline intersection of Trier Road and Coliseum Boulevard; thence, southeasterly along and parallel to the north right-of-way line of Coliseum Boulevard 1070± LF to a proposed manhole located 95± LF west of and 75± LF north of the centerline intersection of Hobson Road and Coliseum Boulevard; thence, southeasterly 250± LF to a proposed manhole located 25± LF east of and 100± LF south of the centerline intersection of Hohson Road and Coliseum Boulevard; thence, south along and parallel to the east right-of-way line of Hohson Road 1070± LF to a proposed manhole located 25± LF east of and 20± LF south of the centerline intersection of Hohson Road and Varsity Lane; thence, easterly within the right-of-way of said Varsity Lane 160± LF terminating at an existing pump station located 200± LF east of and 20± LF south of the centerline intersection of Hohson Road and Varsity Lane.

Said sewer shall he 12" in diameter.

The total cost of said sewer improvement shall he paid hy funds from the Federal, State and City governmental agencies. The City monies will he appropriated from the Sewer Utility Fund of City Utilities. These monies will be repaid to City Utilities through the adoption, hy the Board of Puhlic Works, of a Resolution which will establish for each directly henefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include any adjusted connection charge previously estahlished, hy the Board of Puhlic Works, for those directly henefitted property owners, under the adopted Resolution No. 61-140-11. The pro-rate share tap-in fee for each directly henefitted property owner will not exceed twenty-five hundred dollars ($2,500.00) for a period of not less than one (1) year after it is estahlished hy the Board of Puhlic Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1/to 23, any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed hy authority of this resolution does release his or their right to remonstrate against pending or future annexation hy the City of Fort Wayne.

ADOPTED THIS 16th DAY OF July, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Memher

BY: _____
Herhert Gamache, Memher

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate City Attorney

This instrument prepared hy: Philip R. Boller, P.E.

69-106-17 H.I. 7/16/80

AUER AND McADAMS HIGHLAND GROVE

SANITARY SEWER RESOLUTION 317-1980

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana that the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

AUER ADDITION

Lateral #1

Beginning at an existing sanitary sewer located 5± LF north of and 2± LF west of the northeast corner of lot no. 12 of Auers Addition; thence, south 2± LF west of and parallel to the west property line of lot No. 12 390± LF terminating at a proposed manhole located 5± LF south of and 2± LF west of the southwest corner of lot No. 12 of said Addition.

Lateral #2

Beginning at a proposed sanitary manhole located 5± LF south of and 2± LF west of the southwest corner of lot No. 12 of Auers Addition; thence, easterly 630± LF terminating at the proposed cleanout located 20± LF north of and 70± LF east of the centerline intersection of Auer Drive and Johnie Drive.

Lateral #3

Beginning at a proposed sanitary sewer manhole located 5± LF south of and 2± LF west of the southwest corner of lot No. 12 Auers Addition; thence, west 600± LF terminating at a proposed manhole 20± LF north of and 25± LF east of the centerline of intersection of Auer Drive and St. Joe Road.

Lateral #4

Beginning at a proposed sanitary sewer manhole located 20± LF north of and 25± LF east of the centerline intersection of Auer Drive and St. Joe Road; thence, southerly 350± LF terminating at a proposed manhole located at 5± LF west of and 5± LF south of the northwest corner of lot No. 1 of said Auer Addition.

Lateral #5

Beginning at a proposed manhole located 20± LF east of and 20± north of centerline intersection of Auer Drive and Ruann Drive; thence, southerly 325± LF terminating at a proposed manhole located 5± LF west of and 300± LF south of the centerline intersection of said Auer Drive and Ruann Drive.

Lateral #6

Beginning at a proposed sanitary manhole located 20± LF east of and 20± LF north of the centerline intersection of Auer Drive and Dilljo Drive; thence, southerly 825± LF terminating at a proposed manhole located 20± LF east of and 300± LF south of the centerline intersection of said Auer Drive and Dilljo Drive.

Lateral #7

Beginning at a proposed sanitary sewer manhole located 20± LF east of and 20± LF north of intersection of Johnie Drive and Auer Drive; thence, southerly 325± LF terminating at a proposed manhole 20± LF east of 300± LF south of the centerline intersection of Auer Drive and Johnie Drive.

Lateral #8

Beginning at an existing sanitary sewer located 5± LF north of and 2± LF west of the northeast corner of lot No. 8 of Auers Addition; thence, southerly 2± LF east of and parallel to the east property line of said lot Nos. 8, 7, and 6 of Auers Addition 220± LF terminating at a proposed manhole located 2± LF west and 5± LF south of the northeast corner of lot No. 6 of said Addition.

McAdams Highland Grove Addition

Lateral #1

Beginning at an existing sanitary sewer located 5± west of 2± LF south of the northwest corner of lot No. 674 of said Addition; thence, westerly 210± LF to a proposed manhole; thence, due north 720± LF to a proposed manhole located 20± LF east of and 5± LF south of the southeast corner of lot No. 8 of McAdams Highland Grove Addition; thence, westerly 750± LF terminating at a proposed manhole located at 15± LF west of and 5± LF south of southeast corner of lot No. 1 of said Addition.

Lateral #2

Beginning at a proposed sanitary sewer manhole located 20± LF south of 5± LF west of the centerline intersection of Laddie Lane and Lassie Lane; thence, westerly 20± LF south and parallel to centerline of said Laddie Lane 850± LF to a proposed manhole located 45± LF south of and 5± LF west of the southeast corner of lot No. 22 of said Addition; thence, northerly 5± LF west of and parallel to the east lot line of lots No. 22, 23, and 24, 270± LF terminating at a proposed manhole located 5± LF west of and 5± LF north of the southeast corner of lot No. 24 of said Addition.

Lateral #3

Beginning at a proposed sanitary sewer manhole located 20± LF east of 5± LF south of the southeast corner of lot No. 8 of said Addition; thence, due east 190± LF terminating at a proposed manhole located 5± LF west of 5± LF south of the southeast corner of lot No. 10 of said McAdams Highland Grove Addition.

Said sewer shall be 8" in diameter.

The total cost of said sewer improvement shall be paid by funds from the Federal, State and City governmental agencies. The City monies will be appropriated from the Sewer Utility Fund of City Utilities. These monies will be repaid to City Utilities through the adoption, by the Board of Public Works, of a Resolution which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include any adjusted connection charge previously established, by the Board of Public Works, for those directly benefitted property owners, under the adopted Resolution No. 61-140-11. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed twenty-five hundred dollars ($2,500.00) for a period of not less than one (1) year after it is established by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

to 23

Pursuant to I.C. 19-2-7-1/, any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 16th DAY OF July, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate City Attorney

This instrument prepared by: Philip R. Boller, P.E.

64

69-105-16 H.I.
7/16/80

CINDERELLA VILLAGE SANITARY SEWER

RESOLUTION 316-1980

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana that the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

LATERAL #1:

Beginning at an exising sanitary sewer located 1,700± LF northeast of Mayhew Road and 140± LF north of the centerline of St. Joseph River; thence, northeasterly generally following the St. Joe River 900± LF to the west line of Park Reserve; thence, due East 2350± LF to a proposed manhole located 20± LF east of and 20± LF north of the centerline intersection of St. Joe Road and Eby Road; thence, continuing easterly 1930± LF terminating at the proposed manhole located 20± LF north of and 20± LF east of the centerline of intersection of Eby Road and Prince Court.

LATERAL #3:

Beginning at a proposed manhole located 20± LF east of and 20± LF north of the centerline intersection of said Eby Road and Prince Court; thence, northerly within the right-of-way of said Prince Court 280± LF terminating at the proposed manhole.

LATERAL #4:

Beginning at a proposed manhole located 20± LF east of and 20± LF south of the centerline intersection of Prince Court and Pumpkin Street; thence, westerly 5± LF north of the south right-of-way line of said Pumpkin Street 370± LF terminating at the proposed manhole located 5± LF north of and 5± F west of the northeast corner of lot No. 57 of said Cinderella Village.

LATERAL #5:

Beginning at a proposed sanitary sewer manhole located 20± LF north of and 20± LF west of the centerline intersection of Eby Road and Cinderella Lane; thence, northeasterly within the right-of-way of said Cinderella Lane 1100± LF terminating at a proposed cleanout located 25± LF west of and 20± LF north of the centerline intersection of Cinderella Lane and Coach Lane.

LATERAL #6:

Beginning at a proposed manhole located 20± LF west of and 20± LF north of the centerline intersection of Cinderella Land and Pumpkin Street; thence, easterly 5± LF south of and parallel to the north right-of-way line of said Pumpkin Street 575± LF terminating at a proposed manhole located 5± LF west of and 5± LF south of the southeast corner of lot No. 70 of said Cinderella Village.

LATERAL #7:

Beginning at a proposed manhole located 20± LF north of and 20± LF east of the centerline intersection of St. Joe Road and Eby Road; thence, northeasterly 5± LF west of and parallel to the east right-of-way line of said St. Joe Road 1410± LF terminating at proposed manhole located 5± LF south of and 5± LF west of the northwest corner of lot No. 14 of said Cinderella Village.

Said sewer shall be 8" and 10" in diameter.

The total cost of said sewer improvement shall be paid by funds from the Federal, State and City governmental agencies. The City monies will be appropriated from the Sewer Utility Fund of City Utilities. These monies will he repaid to City Utilities through the adoption, hy the Board of Public Works, of a Resolution which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include any adjusted connection charge previously established, hy the Board of Public Works, for those directly benefitted property owners, under the adopted Resolution No. 61-140-11. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed twenty-five hundred dollars ($2,500.00) for a period of not less than one (1) year after it is estahlished by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

to 23

Pursuant to I.C. 19-2-7-1/, any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 16th DAY OF July, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate City Attorney

This instrument prepared by: Philip R. Boller, P.E.

69-105-14 H.I
7/16/80

WATERSWOLDE, NORTHWOOD PARK, ROUSSEAU SUBURBAN, HOLLYWOOD GARDENS, MAYFIELD PLACE AND BEVERLY HEIGHTS SANITARY SEWERS

RESOLUTION 314-1980 - PHASE I AND II

RESOLVED by the Board of Works of the City of Fort Wayne, Indiana, that the construction of a main sewer which from its size and character is not only intended and adapted for use by property owners, whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

PHASE I

LATERAL NO. 1:

Beginning at an existing sanitary sewer manhole located 1600± LF west of and 15± LF north of the centerline intersection of Lima Road and Cook Road; thence, easterly in and along said right-of-way of Cook Road 2830± LF to a proposed manhole located 5± LF east of and 10± LF south of the southwest corner of Lot No. 26 of Hollywood Gardens Acres; thence, northerly generally following the west line of said Hollywood Acres Addition 1720± LF to a proposed manhole located 5± LF south of and 10± LF east of the northwest corner of Lot No. 14 of said Hollywood Acres Addition; thence, westerly 350± LF to a proposed manhole located 20± LF north of and 20± LF west of the centerline intersection of Wood and Cook Roads; thence, northerly 250± LF to a proposed manhole located 20± LF north of and 20± LF east of the centerline intersection of Cook Road and Ashley Avenue; thence, easterly 950± LF to a proposed manhole located 20± LF north of and 20± LF east of the centerline intersection of Ashley Avenue and Woodbine Avenue; thence, northerly 700± LF to a proposed manhole located 5± LF east of and 5± LF south of the northeast corner of Lot No. 69 of Mayfield Place Addition; thence, easterly 400± LF. to a proposed manhole; thence, northerly 1690± LF to a proposed manhole located 20± LF north of and 5± LF east of the northeast corner of Lot No. 18 of Beverly Heights Addition.

LATERAL NO. 1-A:

Beginning at a proposed manhole located 5± LF east of and 10± LF south of the southwest corner of Lot No. 26 of said Hollywood Acres Addition; thence, easterly in and along the north right-of-way line of Cook Road 600± LF to a proposed manhole located 20± LF north of and 20± LF west of the centerline intersection of Cook Road and Woodbine Avenue; thence, north 1700± LF terminating at a proposed manhole located 5± LF east of and 10± LF north of the northeast corner of Lot No. 14 of said Hollywood Acres Addition.

LATERAL NO. 1-B:

Beginning at a proposed manhole located 45± LF west of and 1± LF south of the northwest corner of Lot No. 5 of said Hollywood Acres Addition; thence, due east 390± LF terminating at a proposed manhole located 5± LF south of and 345± LF east of the northwest corner of Lot No. 5 of said Addition.

LATERAL NO. 1-C:

Beginning at a proposed manhole located 45± LF west of and 1± LF south of the northwest corner of Lot No. 1 of said Hollywood Acres Addition; thence, due east 400± LF terminating at a proposed manhole located 2± LF south of and 355± LF east of the said northwest corner of Lot No. 1 of said Addition.

LATERAL NO. 2:

Beginning at a proposed sanitary sewer manhole located 5± LF south of and 10± LF east of the southeast corner of Lot No. 56 of Mayfield Place Addition; thence, northwesterly 240± LF to a proposed manhole located 5± LF south of 5± LF west of the southeast orner of Lot No. 54 of said Mayfield Place Addition; thence, easterly 230± LF terminating at a proposed manhole located 5± LF south of and 10± LF west of the southeast corner of Lot No. 52 of said Addition.

LATERAL NO. 3:

Beginning at a proposed manhole located 5± LF south of and 5± LF east of the southeast corner of lot no. 69 of Mayfield Addition; thence, westerly 1,340± LF to a proposed manhole located 5± LF south of and 5± LF east of the southwest corner of lot no. 57 of said addition.

LATERAL NO. 3-A:

Beginning at a proposed sanitary sewer manhole located 5± LF south of and 10± LF east of the southeast corner of Lot No. 56 of Mayfield Place Addition; thence, northwesterly 240± LF to a proposed manhole located 5± LF south of 5± LF west of the southeast corner of Lot No. 54 of said Mayfield Place Addition; thence, easterly 230± LF terminating at a proposed manhole located 5± LF south of and 10± LF west of the southeast corner of Lot No. 52 of said Addition.

LATERAL NO. 3-B:

Beginning at a proposed manhole located 10± LF east of and 5± LF south of the southeast corner of Lot No. 56 at Mayfield Place Addition; thence, westerly 240± LF to a proposed manhole located 5± LF west of the northeast corner of Lot No. 85 of said Addition; thence, westerly 230± LF terminating at a proposed manhole located 5± LF north of and 10± LF west of the northeast corner of Lot No. 87 of said Mayfield Place Addition.

LATERAL NO. 4:

Beginning at a proposed sanitary sewer located 20± LF west of and 20± LF north of the centerline of intersection of Ashley Avenue and Cook Road; thence, westerly 860± LF terminating at a proposed clean-out located 5± LF south of and 10± LF west of the southeast corner of Lot No. 26 of said Hollywood Gardens Addition.

LATERAL NO. 5:

Beginning at a proposed sanitary sewer manhole located 20± LF west of and 20± LF north of the centerline intersection of Woodbine Avenue and Ashley Avenue; thence, easterly 600± LF terminating at a manhole located 5± LF south of and 5± LF east of the southeast corner of Lot No. 50 of Hollywood Gardens Addition.

LATERAL NO. 6:

Beginning at a proposed sanitary sewer manhole located 20± LF west of and 20± LF north of the centerline of intersection of Cook Avenue and Wood Road; thence, westerly 360± LF terminating a proposed manhole located 40 LF east of and 20± LF north of the centerline intersection of Edgewood Drive and Wood Avenue.

LATERAL NO. 7:

Beginning at a proposed sanitary sewer manhole located 10± LF east of and 5± LF south of the southeast corner of Lot No. 106 of Rousseaus Suburban Gardens Addition; thence, westerly 1150± LF terminating at a proposed manhole located 95± LF east of and 20± LF north of the centerline intersection of Lima Road and Grove Drive.

LATERAL NO. 8:

Beginning at a proposed sanitary sewer manhole located 5± LF east of and 5± LF south of the southeast corner of Lot No. 74 of Rousseaus Suburban Gardens Addition; thence, westerly 1130± LF terminating at a proposed manhole located 20± LF north of and 85± LF east of the centerline intersection of Sunshine Avenue and Lima Road.

LATERAL NO. 9:

Beginning at a proposed sanitary sewer manhole located 5± LF east of and 5± LF south of the southeast corner of Lot No. 43 of Rousseaus Suburban Gardens Addition; thence, westerly 1130± LF terminating at a proposed manhole located 78± LF east of and 20± LF north of the centerline intersection of Lima Road and Garden Club Drive.

Said sewer shall be 8" and 15" in diameter.

PHASE II

LATERAL NO. 10:

Beginning at an existing sanitary sewer manhole located 20± LF south of and 20± LF west of centerline intersection of Crowder Court and Newherry Drive; thence, northerly 490± LF to a proposed manhole located 20± LF south of and 5± LF west of the northwest corner of Lot No. 46 of said Newherry Addition; thence, westerly 1450± LF to a proposed manhole located 40± LF south and 700± LF west of centerline intersection of Wallen Road and Coldwater Road; thence, southwesterly following meanderings of an existing legal drain 1450± LF terminating at a proposed manhole located 1000± LF south of and 1300± LF east of the centerline intersection of Wallen Road and the vacated New York Central Railroad.

LATERAL NO. 11:

Beginning at a proposed sanitary sewer manhole located 125± LF south of and 5± LF west of the southwest corner of Lot No. 45 of Newberry Addition; thence, due south 1,135± LF to a proposed manhole located 5± LF west of and 10± LF north of the northeast corner of Lot No. 8 of Northwood Park Addition; thence, west 175± LF to a proposed manhole located 5± LF north and 5± LF west of the northwest corner of Lot No. 8 of said Northwood Park Addition; thence, southerly generally following the west line of Lot No. 8 of Northwood Park 210± LF to a proposed manhole; thence, southerly 460± LF within the right-of-way of Ravina Road 460± LF to a proposed manhole located 5± LF west of and 5± LF south of the northwest corner of Lot No. 13 of said Northwood Park Addition; thence, southwesterly 140± LF to a proposed manhole located 5± LF west of and 5± LF north of the northeast corner of Lot No. 15 of said Northwood Park Addition; thence, westerly generally following the south right-of-way line of Shadyhurst Drive 1020± LF to a proposed manhole located 5± LF north and 5± LF east of the northwest corner of Lot No. 23 of said Northwood Addition; thence, northwesterly crossing Coldwater Road and being within the right-of-way of Waterswolde Lane 619± LF terminating at a proposed manhole located 10± LF west of and 5± LF north of the northeast corner of Lot No. 8 of Waterswolde Suhdivision.

LATERAL NO. 12:

Beginning at a proposed manhole located 5± LF south of and 5± LF west of the southeast corner of Lot No. 7 of Northwood Park Addition; thence, westerly 570± LF terminating at a proposed manhole located 5± LF south of and 5± LF west of the southeast corner of Lot No. 2 of said Northwood Park Addition.

LATERAL NO. 13:

Beginning at a proposed sanitary sewer manhole located 20± LF east of and 20± LF north of the centerline intersection of Ravenswood Drive and Park Ridge Drive; thence, southerly within the right-of-way of said Park Ridge Drive 520± LF terminating at a proposed manhole located 5± LF north and 5± LF west of the southwest corner of Lot No. 30 of said Northwood Park Addition.

LATERAL NO. 14:

Beginning at a proposed sanitary sewer manhole located 20± LF south of and 20± LF east of the centerline intersection of Northwood Park and Shadyhurst Drive; thence, north within the right-of-way of said Northwood Park 570± LF to a proposed manhole located 20± LF north of and 20± LF west of the centerline intersection of Northwood Park and Ravenswood Drive; thence, northwesterly 90± LF terminating at a proposed manhole located 5± LF north of and 5± LF west of the northwest corner of Lot No. 40 of said Northwood Park Addition.

LATERAL NO. 15:

Beginning at a proposed sanitary sewer located 45± LF south of and 5± LF west of the most southerly corner of Lot No. 1 of Waterswolde Subdivision; thence, southerly 410± LF to a proposed manhole located 5± LF south of and 5± LF west of the southeast corner of Lot No. 14 of said Waterswolde Suhdivision; thence, westerly generally following the southern boundary line of said Waterswolde

Addition 1080± LF to a proposed manhole located 5± LF east of and 5± LF north of the southeast corner of Lot No. 23 of Waterswolde Suhdivision; thence, northerly 535± LF to a proposed manhole located 20± LF west and 20± LF south of the centerline intersection of Westridge Road and Southridge Road; thence, easterly 470± LF within the right-of-way of said Southridge Road terminating at proposed manhole located 10± LF east of and 10± LF south of the southeast corner of Lot No. 37 of said Waterswolde Suhdivision.

LATERAL NO. 16:

Beginning at a proposed sanitary sewer manhole located 610± LF north of and 10± LF east of the northwest corner of Lot No. 32 of said Waterswolde Addition; thence, southerly 610± LF to a proposed manhole located 5± LF east of and 5± LF north of the northwest corner of said Lot No. 32; thence, southeasterly 235 LF to a proposed manhole located 5± LF east of and 5± LF south of the northeast corner of said Lot No. 32; thence, southerly 680± LF terminating at a proposed manhole located 5± LF east of and 5± LF south of the northeast corner of Lot No. 27 of said Waterswolde Suhdivision.

LATERAL NO. 16A:

Beginning at a proposed sanitary sewer manhole located 20± LF north of and 20± LF west of centerline intersection of Westridge Road and Timber Lane; thence, southeasterly 455± LF terminating at a proposed clean-out located 5± LF east and 5± LF north of the northwest corner of Lot No. 9 of said Waterswolde Suhdivision.

LATERAL NO. 17:

Beginning at a proposed sanitary sewer manhole located 220± LF north of and 5± LF east of the northwest corner of Lot No. 32 of Waterswolde Addition; thence, following the north houndary line of said Waterswolde Addition 1350± LF east to a proposed manhole located 5± LF north and 5± LF east of the northeast corner of Lot No. 52 of said Addition; thence, southerly 165± LF to a proposed manhole located 5± LF east of 5± LF south of the southeast of said Lot No. 52; thence, southeasterly 115± LF to the west right-of-way line of Coldwater Road; thence, southerly along the houndary line of said Coldwater Road 210± LF to a proposed manhole located 25± LF east and 5± LF north of the southeast corner of Lot No. 51 of said Addition; thence, westerly generally following the south property lines of Lot No. 45, 47, 49 and 51 of said Waterswolde Addition 590± LF terminating at a proposed manhole located 5± LF north and 5± LF west of the southeast corner of Lot No. 45 of said Addition.

LATERAL NO. 17A:

Beginning at a proposed manhole located 5± LF west of 5± LF north of the southwest corner of Lot No. 45 of Waterswolde Suhdivision; thence, north 75± LF terminating at a proposed located 5± LF west and 5± LF north of the southeast of Lot No. 43 of said Addition.

LATERAL NO. 17B:

Beginning at a proposed sanitary sewer manhole located 5± LF west and 5± LF north of the southwest of said Lot No. 45 of Waterswolde Suhdivision; thence, southerly on 95± LF terminating at a proposed manhole located 5± LF south and 5± LF west of the most northerly corner of Lot No. 10 of said Waterswolde Suhdivision.

LATERAL NO. 18:

Beginning at a proposed manhole located 5± LF south of and 5± LF west of the southeast corner of lot #6 of Waterswolde Addition; thence, northeasterly along the east line of lot no. 6 200± LF; thence, northwesterly 160± LF; thence, southwesterly 90± LF terminating at a proposed cleanout located 5± LF south of and 5± LF west of the southeast corner of lot no. 5 of said addition.

LATERAL NO. 18A:

Beginning at a proposed manhole located on the northeast corner of lot no. 6 of Waterswolde Addition; thence, northeasterly 80± LF terminating at a proposed cleanout located near the southwest corner of lot no. 3 of said addition.

Pursuant to I.C. 19-2-7-1/to 23, any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed hy authority of this resolution does release his or their right to remonstrate against pending or future annexation hy the City of Fort Wayne.

ADOPTED THIS 16th DAY OF July, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roherta Anderson Staten, Member

BY: _____
Herhert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate City Attorney

This instrument prepared hy: Philip R. Boller, P.E.

The total cost of said sewer improvement shall he paid hy funds from the Federal, State and City governmental agencies. The City monies will be appropriated from the Sewer Utility Fund of City Utilities. These monies will he repaid to City Utilities through the adoption, by the Board of Puhlic Works, of a Resolution which will estahlish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include any adjusted connection charge previously estahlished, hy the Board of Puhlic Works, for those directly henefitted property owners, under the adopted Resolution No. 61-140-11. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed twenty-five hundred dollars ($2,500.00) for a period of not less than one (1) year after it is estahlished hy the Board of Puhlic Works. After this period of time the Board of Puhlic Works reserves the right to adjust this tap-in fee.

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69-105-13 H. I.
7/14/80

MARDEGO - MANDEGO - LIMBERLOST

SANITARY SEWER RESOLUTION NO. 313-80

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana that the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

LATERAL #1:

Commencing at an existing manhole located near the southwest corner of Limberlost Acres Addition, Section B, as recorded in Plat Book 25, page 98; thence northeasterly 185± LF to a proposed manhole located 20± LF north of and 15± LF west of the intersection of the extended centerlines of Indianola Drive and Nottawa Trail; thence, easterly 600± LF to a proposed manhole located 20± LF north of and 200± LF east of the intersection of Indianola Drive and Jamaica Drive; thence, northerly 1200± LF to a proposed manhole located 15± LF north of and 200± LF east of the intersection of Rome Drive and Jamaica Drive; thence, easterly 220± LF to a proposed manhole located 15± LF north of and 20± LF east of the intersection of Rome Drive and East Limberlost Trail; thence, northerly 545± LF to a proposed manhole located 15± LF north of and 15± LF east of the intersection of East Limberlost Trail and Dupont Road; thence, easterly 535± LF to a proposed manhole located 15± LF north of and 550± LF east of the intersection of East Limberlost Trail and Dupont Road; thence, northerly 1550± LF to a proposed manhole located 315± L.F. north of and 25± LF west of the intersection of the extended centerlines of East Rosewood Circle and West Rosewood Circle; thence, northeasterly 835± LF following along the West Rosewood Circle right-of-way to a proposed manhole located 20± LF north of and 15± LF east of the intersection of Marcella Drive and Gongwer Drive; thence, northerly 1400± LF terminating at a proposed manhole located 140± LF south of and 20± LF east of the intersection of Gongwer Drive and Badiac Road.

LATERAL #2:

Commencing at a proposed manhole located 20± LF north of and 15± LF west of the intersection of the extended centerlines of Indianola Drive and Nottawa Trail; thence, northerly 1615± LF terminating at a proposed manhole located 130± LF south of and 20± LF west of the intersection of Nottawa Trail and Dupont Road.

LATERAL #3:

Commencing at a proposed manhole located 25± LF north of and 200± LF east of the intersection of the extended centerlines of Indianola Drive and Nottawa Trail; thence, northerly 1230± LF terminating at a proposed manhole located 20± LF north of and 200± LF east of the intersection of Rome Drive and Nottawa Trail.

LATERAL #4:

Commencing at a proposed manhole located 20± LF north of and 200± LF east of the intersection of Indianola Drive and Jamaica Drive; thence, easterly 200± LF to a proposed manhole located 5± LF north of and 10± LF west of the intersection of the extended centerlines of Indianola Drive and East Limberlost Trail; thence, northerly 655± LF terminating at a proposed manhole located 40± LF south of and 25± LF east of the intersection of Paradise Drive and East Limberlost Trail.

LATERAL #5:

Commencing at a proposed manhole located 15± LF north of and 20± LF east of the intersection of Rome Drive and East Limberlost Trail; thence, southerly 450± LF terminating at a proposed cleanout located 95± LF north of and 15± LF east of the intersection of East Limberlost Trail and Paradise Drive.

LATERAL #6:

Commencing at a proposed manhole located 20± LF south of and 25± LF west of the intersection of the extended centerlines of West Rosewood Circle and East Rosewood Circle; thence, meandering northeasterly along the East Rosewood Circle right-of-way 1265± LF terminating at a proposed manhole located 300± LF north of and 100± LF east of the intersection of East Rosewood Circle and Mardago Parkway.

LATERAL #7:

Commencing at a proposed manhole located 30± LF north of and 80± LF west of the intersection of Mardago Parkway and Larry Lane; thence, easterly 355± LF to a proposed manhole located 30± LF north of and 250± LF west of the intersection of Mardago Parkway and Coldwater Road; thence, northerly 445± LF terminating at a proposed manhole located 120± LF south of and 250± LF west of the intersection of Marcelle Drive and Coldwater Road.

LATERAL #8:

Commencing at a proposed manhole located 30± LF north of and 20± LF west of the intersection of Mardago Parkway and Larry Lane; thence, southerly 400± LF terminating at a proposed manhole located 370± LF south of and 20± LF west of the intersection of Mardago Parkway and Larry Lane.

LATERAL #9:

Commencing at a proposed manhole located 30± LF north of and 250± LF west of the intersection of Mardago Parkway and Coldwater Road; thence, generally southerly 400± LF terminating at a proposed manhole located 370± LF south of and 275± LF west of the intersection of Mardago Parkway and Coldwater Road.

LATERAL #10:

Commencing at a proposed manhole located 20± LF north of and 15± LF east of the intersection of Marcelle Drive and Gongwer Drive; thence, westerly 410± LF terminating at a proposed manhole located 20± LF north of and 395± LF west of the intersection of Marcelle Drive and Gongwer Drive.

LATERAL #11:

Commencing at a proposed manhole located 20± LF north of and 15± LF east of the intersection of Marcelle Drive and Gongwer Drive; thence, easterly 555± LF to a proposed manhole located 20± LF north of and 140± LF east of the intersection of Marcelle Drive and East Rosewood Circle; thence, northerly 230± LF terminating at a proposed manhole located 250± LF north of and 250± LF west of the intersection of Marcelle Drive and Coldwater Road.

Said sewer shall he 8" and 10" in diameter.

The total cost of said sewer improvement shall he paid hy funds from the Federal, State and City governmental agencies. The City monies will he appropriated from the Sewer Utility Fund of City Utilities. These monies will be repaid to City Utilities through the adoption, by the Board of Public Works, of a Resolution which will estahlish for each directly henefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include any adjusted connection charge previously estahlished, hy the Board of Puhlic Works, for those directly henefitted property owners, under the adopted Resolution No. 61-140-11. The pro-rate share tap-in fee for each directly henefitted property owner will not exceed twenty-five hundred dollars ($2,500.00) for a period of not less than one (1) year after it is established hy the Board of Public Works. After this period of time the Board of Puhlic Works reserves the right to adjust this tap-in fee.

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to 23

Pursuant to I.C. 19-2-7-1/, any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 16th DAY OF July, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate City Attorney

This instrument prepared by: Philip R. Boller, P.E.

69-105-12 H.I. 7/16/80

CONCORDIA GARDEN SANITARY SEWER

RESOLUTION 312-1980

Resolved by the Board of Puhlic Works of the City of Fort Wayne, Indiana that the construction of a main sewer, which from its size and character is not only intended and adapted for use hy property holders whose property ahuts along the line of said sewer, hut it is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

LATERAL NO. 1:

Beginning at an existing sanitary sewer manhole located 100± LF south of and 5± LF west of the northeast corner of hlock "A" of Concordia Gardens Addition; thence, northwesterly 240± LF to a proposed manhole located 60± LF south of and 5± LF east of the southeast corner of lot No. 262 of said addition. Said manhole more particularly described as located within the right-of-way of Riverton Drive; thence, north within said right-of-way 210± LF to a proposed manhole located 20± LF south of and 20± LF West of the centerline intersection of Riverton Drive and River Park Drive; thence, west 380± LF to a proposed manhole located 20± LF east of and 20± LF south of the centerline intersection of River Park Drive and Mohawk Drive; thence, southerly 240± LF along Mohawk Drive easterly right-of-way line to a proposed structure located near the southwest corner of lot No. 266 of said Concordia Gardens; thence, southwesterly 115± LF to a proposed manhole located near the northeast corner of lot no. 269 of said addition; thence, westerly 780± LF to a proposed structure located 20± LF south of and 25± LF west of the centerline intersection of Deerwood Drive and Parkcrest Drive; thence, northwesterly 360± LF to a proposed manhole located near the northwest corner of lot no. 325 of said Concordia Park Addition; thence, northwesterly along and within the right-of-way of said Parkcrest Drive, 305± LF of proposed manhole located 20± LF south of and 20± LF east of centerline intersection of Woodhrook Drive and Parkcrest Drive; thence, north 1400± LF on and along the west right-of-way line of said Woodbrook Drive terminating at a proposed manhole located 20± LF west of and south of the intersection of Woodhrook Drive and Bellvue Drive.

LATERAL NO. 2:

Beginning at proposed manhole located 20± LF south of and 20± LF west of the intersection of River Park Drive and Riverton Drive; thence, west 995± LF terminating at the proposed manhole located 20± LF south of and 20± LF west of the centerline intersection of Riverton Drive and Bellvue Drive.

LATERAL NO. 3:

Beginning at a proposed manhole located 20± LF west of and 20± LF south of the centerline intersection of Riverton Drive and Broken Arrow Drive; thence, west 950± LF terminating at the proposed clean-out.

LATERAL NO. 4:

Beginning at a proposed manhole located 20± LF west of and 20± LF south of the centerline intersection of Riverton Drive and Garden Park Drive; thence, west 1325± LF terminating at a proposed clean-out.

LATERAL NO. 5:

Beginning at a proposed manhole located 20± LF north of the centerline intersection of Riverton Drive and Otsego Drive; thence, westerly 5± LF south of and parallel to the north right-of-way line of said Otsego Drive 1620± LF terminating at a proposed manhole.

LATERAL NO. 6:

Beginning at a proposed manhole located 20± LF south of and 20± LF west of the centerline intersection of Riverton Drive and Bellvue Drive; thence, westerly 5± LF north of and parallel to the south right-of-way line of said Bellvue Drive, 1630± LF terminating at the proposed manhole.

LATERAL NO. 7:

Beginning at a proposed manhole located 20± LF south of and 20± LF east of the centerline intersection of Mohawk Drive and River Park Drive; thence, westerly 5± LF north of and parallel to the south right-of-way line of River Park Drive 580± LF to a proposed manhole that is near the intersection of Province Drive and River Park Drive; thence, northwesterly 200± LF to a proposed structure located within Province Drive 5± LF east of and 5± LF north of the southeast corner of lot No. 244 of said Concordia Gardens Addition; thence, north 380± LF in and along the right-of-way of Province Drive terminating at a proposed manhole located 5± LF north of and 45± LF east of the southeast corner of lot No. 219 of said Concordia Gardens Addition.

LATERAL NO. 8:

Beginning at a proposed manhole located 20± LF west of and 20± LF south of the centerline intersection of Woodbrook Drive and Park Drive; thence, westerly 5± LF north of and parallel to the south right-of-way line of said Park Drive 1250± LF to a proposed manhole located 20± LF south of and 25± LF east of the centerline intersection of Garden Park Drive and Bellvue Drive; thence, northerly within the right-of-way of said Bellvue Drive 890± LF terminating at a proposed clean-out located 5± LF east of and 5± LF south of the southwest property corner of Lot No. 5 of Concordia Gardens Addition.

LATERAL NO. 8-C:

Beginning at a proposed manhole located 20± LF south of and 25± LF east of the centerline intersection of Garden Park Drive and Bellvue Drive; thence, westerly in and along the south right-of-way line of Garden Park Drive 135± LF terminating at the proposed clean-out.

LATERAL NO. 8-A:

Beginning at the proposed manhole located 20± LF south of and 20± LF east of the centerline intersection of Garden Park Drive and Otsego Drive; thence, northerly 5± LF west of the east right-of-way line of said Otsego Drive 425± LF terminating at a proposed manhole located 5± LF east o and 5± LF south of the south corner of Lot No. 49 of Concordia Gardens Addition.

LATERAL NO. 8-B:

Beginning at a proposed manhole located 20± LF west of and 20± LF south of the intersection of Garden Park Drive and Woodbrook Drive; thence, easterly 5± LF north of and parallel to the south right-of-way line of said Garden Park Drive, 55± LF there terminating at a proposed cleanout.

LATERAL NO. 9:

Beginning at a proposed manhole located 20± LF west and 20± LF south of the centerline intersection of Woodbrook Drive and Otsego Drive; thence, westerly 5± LF north of and parallel to the south right-of-way line of said Otsego Drive 450± LF terminating at a proposed manhole located at 5± LF west of and 5± LF north of the northeast property corner of lot No. 63 of said Concordia Gardens Addition.

LATERAL NO. 9-A:

Beginning at a proposed manhole located 20± LF west of and 20± LF south of the centerline intersection of said Woodbrook Drive and Otsego Drive; thence, easterly 5± LF north of and parallel to the south right-of-way line of said Otsego Drive 150± LF terminating at a proposed manhole located 5± LF east of and 45± LF south of the southwest corner of lot No. 101 of said Concordia Gardens Addition.

LATERAL NO. 10:

Beginning at a proposed sanitary sewer manhole located 20± LF south of and 20± LF west of the centerline intersection of Woodbrook Drive and Bellvue Drive; thence, westerly 52 LF north of and parallel to the south right-of-way line of said Bellvue Drive 655± LF terminating at a proposed manhole located 5± LF north of and 5± LF west of the northeast corner of lot No. 19 of Concordia Gardens Addition.

LATERAL NO 10-A:

Beginning at a proposed sanitary sewer manhole located 20± LF south of and 20± LF west of the centerline intersection of Woodbrook Drive and Bellvue Drive; thence, east 260± LF terminating at a proposed manhole located 50± LF east of and 20± LF north of the northwest corner of lot 84 of Concordia Gardens Addition.

LATERAL NO. 11:

Beginning at a proposed manhole located 20± LF west of and 20± LF south of the centerline intersection to Beechmont Drive and Woodbrook Drive; thence, westerly generally on the south right-of-way line of said Beechmont Drive 1270± LF terminating at the proposed manhole located 300± LF west of and 5± LF north of the centerline of Otsego Drive and the south right-of-way line of Beechmont Drive.

LATERAL NO. 11-A:

Beginning at a proposed manhole located 20± LF east of and 20± LF south of the centerline intersection of Otsego Drive and Beechmont Drive; thence, northerly within the right-of-way of said Otsego Drive 325± LF terminating at a proposed manhole located 5± LF north of and 5± LF east of the southeast corner of lot No. 4 of said Concordia Gardens Addition.

LATERAL NO. 12:

Beginning at a proposed sanitary sewer manhole located 20± LF east of and 20± LF south of the centerline intersection of Beechmont Drive and Parkland Drive; thence, southwesterly generally following the south right-of-way line of Parkland Drive 1260± LF terminating at a proposed manhole located 40± LF west of and 5± LF north of the northeast corner of lot No. 16 of Concordia Woods Addition.

LATERAL NO. 12-A:

Beginning at a proposed manhole located 20± LF west of and 20± LF south of the centerline intersection of Parkland Drive and Otsego Drive; thence, north 5± LF east of the west right-of-way line of Otsego Drive 240 LF terminating at a proposed manhole located 35± LF west of and 5± LF north of the southwest corner of lot No. 7 of Concordia Woods Addition.

LATERAL NO. 13:

Beginning at a proposed manhole located 20± LF south and 20± LF east of the centerline intersection of Parkcrest Drive and Woodbrook Drive; thence, southwesterly generally within the right-of-way of said Woodbrook Drive 610± LF terminating at a proposed manhole within Woodbrook Drive 20± LF and 5± LF north of the Southeast corner of lot No. 289 of said Concordia Gardens Addition.

LATERAL NO. 14:

Beginning at a proposed sanitary sewer manhole located 20± LF south of and 25± LF west of the centerline intersection of Deerwood Drive and Parkcrest Drive; thence, west along the south right-of-way line of Deerwood Drive 550± LF terminating at a proposed cleanout located 15± LF north of and 5± LF west of the northwest corner of lot 286 of Concordia Gardens Addition.

Said sewer shall he 8", 10" and 12" in diameter.

The total cost of said sewer improvement shall he paid hy funds from the Federal, State and City governmental agencies. The City monies will be appropriated from the Sewer Utility Fund of City Utilities. These monies will he repaid to City Utilities through the adoption, hy the Board of Puhlic Works, of a Resolution which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include any adjusted connection charge previously established, hy the Board of Puhlic Works, for those directly benefitted

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Pursuant to I.C. 19-2-7-1, to 23 any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 16th DAY OF July, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Shouffer, Associate City Attorney

This instrument prepared by: Philip R. Boller, P.E.

69-105-11 H.I. 7/16/80

RANCHWOOD SANITARY-SEWER
RESOLUTION NO. 311-80

RESOLVED BY THE BOARD OF WORKS OF THE CITY OF FORT WAYNE, STATE OF INDIANA, that the construction of a local sanitary sewer, which from its size and character is not only intended and adopted for local use hy the property holders whose property ahuts thereon, hut also intended or adopted for receiving sewage from collateral drains, he and the same is herehy ordered in and along part of the North half of Section 29, Township 31 North, Range 13 East; more particularly described as follows:

Line #1: Beginning at a proposed manhole located 300± LF south of and 15± LF east of the intersection of Hohson Road and Stellhorn Road; thence, easterly 2900± LF to a proposed manhole located 250± LF South of and 620± LF west of the intersection of Wyandotte Drive and Stellhorn Road; thence, meandering northeasterly 480± LF to a proposed manhole located 30± LF south of and 20± LF west of the intersection of Buesching Drive and Stellhorn Road; thence, easterly 560± LF terminating at a proposed manhole located 540± LF east of and 30± LF south of the intersection of Buesching Drive and Stellhorn Road.

Line #2: Beginning at a proposed manhole located 450± LF north of and 15± LF east of the intersection of Trier Road and Captiva Drive; thence, northerly 660± LF to a proposed manhole located 30± LF south of and 20± LF west of the intersection of Sanibel Drive and Capitava Drive; thence, northwesterly 100± LF terminating at a proposed cleanout located 20± LF north of and 105± LF west of the intersection of Sanihel Drive and Captiva Drive.

Line #3: Beginning at an existing manhole located 20± LF west of and 5± LF South of the intersection of Elwood Drive and Beckstein Drive; thence, easterly 1210± LF terminating at a proposed cleanout located 15± LF south of and 125± LF west of the intersection of Reed Road and Beckstein Drive.

Line #4: Beginning at an existing manhole located 350± LF south of and 20± LF west of the intersection of Beckstein Drive and Elwood Drive; thence, southerly 300± LF to a proposed manhole located 15± LF north of and 5± LF east of the intersection of Elwood Drive and Trier Road; thence, easterly 1200± LF terminating at a proposed manhole located 20± LF north of and 115± LF west of the intersection of Trier Road and Reed Road.

Line #5: Beginning at an existing manhole located 80± LF north of and 50± LF west of the intersection of Evergreen Lane and Dewherry Drive; thence, northerly 685± LF to a proposed manhole located 30± LF south of and 20± LF east of the intersection of Evergreen Lane and Oak Park Drive; thence, easterly 725± LF to a proposed manhole located 25± LF south of and 415± LF east of the intersection of Oak Park Drive and Hampshire Drive; thence, northeasterly 85± LF to a proposed manhole located 25± LF north of and 485± LF east of the intersection of Oak Park Drive and Hampshire Drive; thence, easterly 320± LF terminating at a proposed manhole located 25± LF north of and 120± L west of the intersection of Oak Park Drive and Wyandotte Drive.

Line #6: Beginning at a proposed manhole located 200± LF north and 25± LF West of of the intersection of Evergreen Lane and Dewberry Drive; thence, easterly 330± LF to a proposed manhole located 210± LF north of and 30± LF east of the intersection of Hampshire Drive and Dewberry Drive; thence, northerly 175± LF to a proposed manhole located 25± LF south of and 30± LF east of the intersection of Hampshire Drive and South Drive; thence, east 775± LF terminating at a proposed manhole located 25± LF south of and 115± LF west of the intersection of South Drive and Wyandotte Drive.

Lateral "A": Beginning at a proposed manhole located 10± LF south of and 20± LF east of the intersection of Hampshire Drive and Ferndale Drive; thence, westerly 150± LF terminating at a proposed cleanout located 10± LF south of and 130± LF west of the intersection of Hampshire Drive and Ferndale Drive.

Lateral "B": Beginning at a proposed manhole located 15± LF south of and 15± LF east of the intersection of Hampshire Drive and Bruneal Street; thence, easterly 850± LF terminating at a proposed cleanout located 15± LF south of and 20± LF east of the intersection of Wyandotte Drive and Bruneal Street.

Lateral "C": Beginning at a proposed manhole located 15± LF south of and 15± LF east of the intersection of Hampshire Drive and Plymouth Road; thence, easterly 1130± LF terminating at a proposed manhole located 15± LF south of and 230± LF east of the intersection of Plymouth Road and Wyandotte Drive.

Lateral "D": Beginning at a proposed manhole located 250± LF south of and 25± LF west of the intersection of Hampshire Drive and Stellhorn Road; thence, southerly 925± LF to a proposed manhole located 10± LF south of and 20± LF east of the intersection of Hampshire Drive and Ferndale Drive; thence, easterly 725± LF terminating at a proposed manhole located 10± LF south of and 120± LF west of the intersection of Wyandotte Drive and Ferndale Drive.

Lateral "E": Beginning at a proposed manhole located 20± LF north of and 10± LF east of the intersection of Hobson Road and Croix Drive; thence, southeasterly 200± LF terminating at a proposed manhole located 20± LF north of and 225± LF west of the intersection of Croix Drive and Cherrystone Lane.

Lateral "F": Beginning at a proposed manhole located 170± LF north of and 20± LF west of the intersection of Croix Drive and Captiva Drive; thence, meandering northwesterly 290± LF terminating at a proposed cleanout located 200± LF north of and 100± LF east of the intersection of Croix Drive and Cherrystone Lane.

Lateral "G": Beginning at a proposed manhole located 15± LF south of and 5± LF east of the intersection of Sanibel Drive and Hobson Road; thence, easterly 460± LF terminating at a proposed manhole located 20± LF south of and 120± LF west of the intersection of Sanibel Drive and Cherrystone Lane.

Lateral "H": Beginning at a proposed manhole located 15± LF south of and 220± LF west of the intersection of Beckstein Drive and Reed Road; thence, northerly 360± LF terminating at a proposed manhole located 130± LF south of and 230± LF west of the intersection of Sand Ridge Road and Reed Road.

Lateral "I": Beginning at a proposed manhole located 15± LF south of and 5± LF east of the intersection of Beckstein Drive and David Lane; thence, northeasterly 420± LF terminating at a proposed manhole located 160± LF south of and 50± LF west of the intersection of Sand Ridge Road and David Lane.

Lateral "J": Beginning at a proposed manhole located 15± LF south 5± LF east of the intersection of Beckstein Drive and David Lane; thence, southerly a distance of 165± LF terminating at a proposed cleanout located 180± LF south of the intersection of Beckstein Drive and David Lane.

Lateral "K": Beginning at a proposed manhole located 15± LF south of and 15± LF west of the intersection of Elwood Drive and Sand Ridge Road; thence, easterly 550± LF terminating at a proposed cleanout located 15± LF south of and 100± LF east of the intersection of Sand Ridge Road and Rutland Lane.

Lateral "L": Beginning at a proposed manhole located 25± LF south of and 30± LF east of the intersection of Hampshire Drive and South Drive; thence, northerly 125± LF terminating at a proposed cleanout located 100± LF north of and 25± LF east of the intersection of Hampshire Drive and South Drive.

Lateral "M": Beginning at an existing manhole located 290± LF north of and 35± LF west of the intersection of Wyandotte Drive and Trier Road; thence, northerly 215± LF terminating at a proposed manhole located 225± LF south of and 25± LF west of the intersection of Wyandotte Drive and South Drive.

Lateral "X": Beginning at a proposed manhole located 30± LF south of and 20± LF west of the intersection of Buesching Drive and Stellhorn Road; thence, southerly 400± LF terminating at a proposed manhole located 430± LF south of and 20± LF west of the intersection of Buesching Drive and Stellhorn Road.

Said sewer shall be 8" and 10" in diameter.

The total cost of said sewer improvement shall be paid by funds from the Federal, State and City governmental agencies. The City monies will be appropriated from the Sewer Utility Fund of City Utilities. These monies will be repaid to City Utilities through the adoption, by the Board of Public Works, of a Resolution which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include any adjusted connection charge previously established, by the Board of Public Works, for those directly benefitted property owners, under the adopted Resolution No. 61-140-11. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed twenty-five hundred dollars ($2,500.00) for a period of not less than one (1) year after it is established by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23, any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 16th DAY OF July, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate City Attorney

This instrument prepared by: Philip R. Boller, P.E.

69-104-10 H.I.
7/14/80

ST. JOSEPH INTERCONNECT INTERCEPTOR
RESOLUTION 310-1980
PHASE I, II, III AND IV

Resolved hy the Board of Public Works of the City of Fort Wayne, Indiana that the construction of a main sewer, which from its size and character is not only intended and adapted for use hy property holders whose property ahuts along the line of said sewer, hut is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, he and the same is hereby ordered.

PHASE I

Beginning at an existing sanitary sewer located 2725± L.F. South of and 1400± L.F. West of the intersection of Lake Avenue and White Oak Drive; thence, West 1300± L.F. to a proposed manhole located 2700± L.F. West of and 2725± L.F. South of the centerline of the intersection of said Lake Avenue and White Oak Drive; thence, Northerly 1300± L.F. to a proposed manhole; thence, Northwesterly 725± L.F. to a proposed manhole located 5± L.F. South and 200± L.F. East of the centerline of the intersection of Pemherton Drive and Tilden Avenue; thence, Westerly within the right-of-way of said Tilden Avenue 2575± L.F. to a proposed manhole 200± L.F. East of and 25± L.F. North of the centerline intersection of Lake Avenue and California Avenue; thence, Northwesterly 465± L.F. to a proposed manhole located 5± L.F. West and 5± L.F. South of the centerline intersection of California Avenue and Tenessee Avenue; thence, Westerly 1810± L.F. terminating at a proposed manhole structure which is a part of phase I of this resolution located 5± L.F. East and 5± L.F. North of the centerline intersection of St. Joseph Blvd. and Tenessee Avenue.

Said sewer shall be B4 inches in diameter.

PHASE II

Beginning at a proposed manhole structure which is a part of Phase I located 5± L.F. East of and 5± L.F. North of the centerline intersection of Tennessee Avenue and St. Joseph Blvd.; thence, Northerly within the right-of-way of St. Joseph Avenue 1800± L.F. terminating at a proposed manhole structure which is a part of this Phase II located 5± L.F. North of and 5± L.F. East of the centerline intersection of Northside Drive and Pleasant Avenue.

Said sewer shall be 84 inches in diameter.

PHASE III

Beginning at a proposed manhole structure which is a part of Phase II located 5± L.F. South of and 5± L.F. East of the centerline intersection of Pleasant Avenue and Northside Drive; thence, Northerly within the right-of-way of said Pleasant Avenue 2260± L.F. to a proposed manhole located within the centerline of Charlotte Avenue and Pleasant Avenue; thence, Westerly B10± L.F. to a proposed manhole located 20± L.F. East and 25± L.F. North of the centerline intersection of Northside Drive and Charlotte Avenue; thence, Northeasterly 1230± L.F. terminating at a proposed manhole structure which is a part of Phase III of this resolution located 5± L.F. East of and 5± L.F. North of the centerline intersection of Northside Drive and Glazier Avenue.

Said sewer shall he B4 inches in diameter.

PHASE IV

Beginning at a proposed manhole structure which is a part of Phase III of this resolution located 5± L.F. East of and 5± L.F. North of the centerline intersection of Northside Drive and Glazier Avenue; thence, Northeasterly 3B5± L.F. to a proposed structure located 20± L.F. East of and 5± L.F. North of the centerline intersection of Northside Drive; thence, Easterly within the right-of-way of said Vance Avenue 370± L.F. to a proposed structure located near the centerline intersection of Vance Avenue and Oswego Avenue; thence, North and Northeasterly within the right-of-way of said Oswego Avenue, 2355± L.F. to a proposed structure located on the North hank of the St. Joe River and 225± L.F. West of the centerline of Parnell Avenue; thence, Easterly generally

along and within the right-of-way of Harry W. Baals Drive 1968± L.F. to a proposed structure; thence, Northeasterly 1650± L.F. within the right-of-way of said Harry W. Baals Drive to a proposed structure located 125± L.F. South of and 25± L.F. West of the centerline intersection of Coliseum Boulevard and Harry W. Baals Drive; thence, Northeasterly 1145± L.F. to a proposed structure located 25± L.F. East of 25± L.F. South of the centerline intersection of California Road and Harry W. Baals Drive; thence, Northwesterly 760± L.F. to a proposed manhole set over an existing 60" diameter sanitary sewer.

Said sewer shall be 60 inches in diameter.

The total cost of said sewer improvement shall be paid by funds from the Federal, State and City governmental agencies. The City monies will be appropriated from the Sewer Utility Fund of City Utilities. These monies will be repaid to City Utilities through the adoption, by the Board of Public Works, of a Resolution which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This resolution shall also include any adjusted connection charge previously established, by the Board of Public Works, for those directly benefitted property owners, under the adopted Resolution No. 61-140-11. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed twenty-five hundred dollars ($2,500.00) for a period of not less than one (1) year after it is established by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1/, to 23 any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED THIS 16th DAY OF July, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten, Member

BY: _____
Herbert Gamache, Member

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Snouffer, Associate City Attorney

This instrument prepared by: Philip R. Boller, P.E.

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING
RATIFICATION

69-95-18 7/9/80
S-88-80

CONTRACT

This Agreement, made and entered into this 9th day of July, 1980

by and between ---------- T & F CONSTRUCTION CORPORATION OF INDIANA ----------

---

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Resolution No. 5869-80 by constructing curbs and sidewalks where needed along Clark Street from High Street to Second; Orchard Street from High to Third; Marion Street from High to Third; also known as NORTHWEST CENTRAL NEIGHBORHOOD, PHASE IV, CAPITAL IMPROVEMENT.

by grading and paving the roadway to a width of XXXX

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5869-80 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before October 15, 1980 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said date, 19___ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 19TH day of JUNE, 1980

T & F CONSTRUCTION CORPORATION OF INDIANA

BY: T. L. Faber

ITS: Pres.

Contractor, Party of the First Part.

ATTEST:

V L Miller

Corporate Secretary

City of Fort Wayne, By and Through:

ATTEST:

Sandra E Kennedy

Secretary and Clerk

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

(1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;

(2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;

(3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;

(4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;

(5) the following practices are not included in the meaning of "discrimination":

(a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

(b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

(1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or

(2) a record of such an impairment, and includes,

(3) a person who is regarded as having such an impairment; provided that,

(4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.

c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall he through order of the Board of Puhlic Works, in the following manner:

a. Whenever any memher of the Board of Puhlic Works, or whenever the Affirmative Action Officer who is assigned to help watch over puhlic contracts has reason to helieve that any of the provisions hereof have heen violated, the matter may he referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or suhcontractor. Cases over which the Commission has no jurisdiction shall he investigated by said Affirmative Action Officer.

h. A final order of the Metropolitan Human Relations Commission shall he forwarded to the Board of Puhlic Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has heen a hreach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or suh-contractor or any person acting on hehalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

a. Deduct from the amount payable to the contractor hy the City of Fort Wayne under such contract a penalty of no less than ten dollars ($10.00) per day, per violation, nor more than one thousand dollars ($1,000.00) per day, per violation. Each day on which a continuing violation exists, shall he deemed a separate offense; or,

h. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amened hy adding thereto a new section 15-13A, which shall he and read as follows, to wit:

"Sec. 15-13A. A verhatim copy of Sec. 15-13 may he attached as an exhibit to and incorporated in and made a part of any contract made hy or on hehalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

(1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;

(2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;

(3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;

(4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;

(5) the following practices are not included in the meaning of "discrimination":

(a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

(h) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

h. The term "handicap" means and includes:

(1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or

(2) a record of such an impairment, and includes,

(3) a person who is regarded as having such an impairment; provided that,

(4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.

c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars ($10.00) per day, per violation, nor more than one thousand dollars ($1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,

b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amened by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5869 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curbs and sidewalks where needed along Clark Street from High to Second; Orchard Street from High to Third; Marion Street from High to Third; also known as NORTHWEST CENTRAL NEIGHBORHOOD, PHASE IV, CAPITAL IMPROVEMENT.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid/Community Development & Planning.

Adopted, this ____ day of ____

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

BALHORN PRESS

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we T & F CONSTRUCTION CORPORATION as Principal, and the Fidelity and Deposit Co. of Maryland, a corporation organized under the laws of the State of Indiana, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of TWENTY-FIVE THOUSAND, FIVE HUNDRED AND SIXTY-FIVE DOLLARS AND FORTY-FIVE CENTS---------- ($ 25,565.45 ----------), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 19TH day of JUNE, 1980, enter into a contract with the City of Fort Wayne to construct

Resolution No. 5869-80

curbs and sidewalks where needed along Clark Street from High Street to Second; Orchard Street from High to Third; Marion Street from High to Third; also known as NORTHWEST CENTRAL NEIGHBORHOOD, PHASE IV, CAPITAL IMPROVEMENT.

at a cost of $ 25,565.45-------, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

T & F CONSTRUCTION CORPORATION OF INDIANA
(Contractor)

BY: J. L. Taber
J. L. Taber

ITS: President

ATTEST:

V L Miller
(Title) Corporate Secretary

Fidelity and Deposit Co. of Maryland
Surety

*BY: Janet L. Turner
Authorized Agent
(Attorney-in-Fact)
Janet L. Turner

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Jerry J. Dils, Robert W. Robbins, Russell L. Turner, Lynwell L. Case, Gregory K. Dils, Earl L. Chamness, Dorothy Jean Ellis, Janet L. Turner and David N. Matherly, all of Richmond, Indiana, EACH.....
its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED THOUSAND DOLLARS ($200,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Jerry J. Dils, etal, dated, October 25, 1978.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of November, A.D. 1979.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: C W Robbins
Assistant Secretary

By C M Pecot
Vice-President

STATE OF MARYLAND } ss:
CITY OF BALTIMORE }

On this 26th day of November, A.D. 1979, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

Carol J. Fader
NOTARY PUBLIC

Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 19TH day of JUNE, 1980

Assistant Secretary

L1428Ctf.—1M, 9-79 208873

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

---------- T & F CONSTRUCTION CORPORATION OF INOIANA ----------
(Name of Contractor)

---------- P.O. BOX 27, HAGERSTOWN, INDIANA 47346 ----------
(Address)

a CORPORATION, hereinafter called Principal,
(Corporation, Partnership or Individual)

and Fidelity and Deposit Co. of Maryland
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of TWENTY-FIVE THOUSAND, FIVE HUNDRED AND SIXTY-FIVE DOLLARS AND FORTY-FIVE CENTS---------- for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 19TH day of JUNE, 1980, for the construction of:

Resolution No. 5869-80

To improve by constructing curbs and sidewalks where needed along Clark Street from High Street to Second; Orchard Street from High to Third; Marion Street from High to Third; also known as NORTHWEST CENTRAL NEIGHBORHOOO, PHASE IV, CAPITAL IMPROVEMENT.

at a cost of TWENTY-FIVE THOUSAND, FIVE HUNDRED AND SIXTY-FIVE DOLLARS AND FORTY-FIVE CENTS----------
($ 25,565.45----------), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in THREE (3) (number) counterparts, each one of which shall be deemed an original, this 19TH day of JUNE, 1980.

(SEAL)

ATTEST:

V L Miller
(Principal) Secretary V. L. Miller

T & F CONSTRUCTION CORPORATION
Principal

BY: J. L. Taber
J. L. Taber
President
(Title)

P. O. Box #27, Hagerstown, Indiana 47346
(Address)

Bonita J Kerney
Witness as to Principal
Bonita J. Kerney
P. O. Box 27
(Address)

Hagerstown, Indiana 47346

Fidelity and Deposit Co. of Maryland
Surety
BY Janet L Turner
Attorney-in-Fact
(Authorized Agent)
Janet L. Turner

P. O. Box 906
(Address)

Richmond, Indiana 47374

Dorothy Jean Ellis
Witness as to Surety
Dorothy Jean Ellis
P. O. Box 906
(Address)

Richmond, Indiana 47374

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Jerry J. Dils, Robert W. Robbins, Russell L. Turner, Lynwell L. Case, Gregory K. Dils, Earl L. Chamness, Dorothy Jean Ellis, Janet L. Turner and David N. Matherly, all of Richmond, Indiana, EACH..... its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED THOUSAND DOLLARS ($200,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Jerry J. Dils, etal, dated, October 25, 1978.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of November, A.D. 1979.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: C W Robbins *Assistant Secretary*

By C M Pecot *Vice-President*

STATE OF MARYLAND } ss:
CITY OF BALTIMORE }

On this 26th day of November, A.D. 1979, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

Carol J. Fader

Notary Public Commission Expires July 1, 1982.

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 19TH day of JUNE, 19 80.

Assistant Secretary

L1428Ctf.—1M. 9-79 208873

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

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assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sactions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vandor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SS-S...
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT, WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1980.

In compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	13.80	55¢	1.25			31f
BOILERMAKER	S	13.25	1.17½	1.00		3¢	
BRICKLAYER	S	12.21	57¢	.50		2¢	61f
CARPENTER (BUILDING)	S	11.29	70¢	6%		2¢	41f
(HIGHWAY)	S	11.93	70¢	.70		5¢	21f
CEMENT MASON	S	10.85	75¢	.80		2¢	
ELECTRICIAN	S	13.05	55¢	3%+50¢		6¢	19¢f
ELEVATOR CONSTRUCTOR	S	12.33	1.04½	.82	8%	3½¢	
GLAZIER	S	11.39		.25	40¢	4¢	25¢holida
IRON WORKER	S	12.35	1.00	1.45		2¢	25 annuit 21f
LABORER (BUILDING)	S-SS US	8.55-9.55	.70	.70		9¢	
(HIGHWAY)	S-US-SS	8.30-9.15	.70	.70		9¢	
(SEWER)	S-US-SS	8.30-9.15	.70	.70		9¢	
LATHER	S	11.79		.80		1¢	31f
MILLWRIGHT & PILEDRIVER	S	11.69	.70	6%		2¢	41f
OPERATING ENGINEER (BUILDING)	S-SS US	8.35-12.50	.75	.65		10¢	
(HIGHWAY)	S-SS-US	8.59-11.57	.75	.65		10¢	
(SEWER)	S-SS-US	8.59-11.57	.75	.65		10¢	
PAINTER	S	9.90-10.90	.60	.85		12¢	6misc.
PLASTERER	S	10.08	.60	.60			
PLUMBER & STEAMFITTER	S	13.75	.55	.90		7¢	71f
MOSAIC & TERRAZZO GRINDER	S	9.50-11.05					
ROOFER	S	11.90		.30			42¢sosmi
SHEETMETAL WORKER	S	12.67	.72	.77		10¢	14¢f
TEAMSTER (BUILDING)	S-SS US	9.60½-10.55½	29.00pw	37.00pw			
(HIGHWAY)	S-SS-US	9.20½-9.80½	31.50pw	37.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub - contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 1 DAY OF June, 19 80

REPRESENTING GOVERNOR, STATE OF INDIA

REPRESENTING THE AWARDING AGENT.

REPRESENTING STATE A.F.L. & C.I.O.

70

69-94-15 H.I. 7/9/80

80-016436 Aug 11, 1980

A G R E E M E N T

THIS AGREEMENT, made and executed 9th day of July, 1980, by and between JAMES EHRESMAN d/b/a J.E.T. CO. at 507 Constance Avenue, hereinafter referred to as "OWNER" and City of Fort Wayne, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, the "OWNER" has in fact improved parts of lots 96 and 97 in the THIRD HIGHLAND PARK ADDITION to the City of Fort Wayne, Indiana and,

WHEREAS, the "OWNER" has applied for a land use permit to further improve lot 97 of said addition and,

WHEREAS, there are no storm sewers adjacent to the said lots and,

WHEREAS, City storm sewers exist at the intersection of Glenn and Clinton Street approximately 400 feet west of "OWNER'S" lot and,

WHEREAS. the OWNER desires to drain the storm caused drainage from said lots to the CITY sewer.

Now, THEREFORE, it is hereby agreed as follows:

1. The OWNER of lots 96 and 97 in THIRD HIGHLAND PARK ADDITION does hereby voluntarily contribute with the execution of this agreement to the City $2,000.00 towards the construction of a storm sewer from the intersection of GLENN and CLINTON to GLENN and ALLEN AVENUES.

2. It is mutually agreed that in consideration of this voluntary contribution that the above mentioned lot shall not be subject to any future assessment for the construction of a storm sewer in GLENN AVENUE.

3. When the proposed storm sewer is complete and accepted by the City, the OWNER will make all necessary connection within ninety (90) calendar days or other mutually agreed on time at OWNER'S expense.

4. The City, through the WATER POLLUTION CONTROL ENGINEERING DEPARTMENT shall release the certificate of occupancy subject to compliance with approved drawing.

This AGREEMENT will be binding on the parties hereto and successors and assigns as the owners and successors in interest to the real estate subject to terms of this agreement.

DATED 5-5-80

"OWNER"

BY: James A. Ehresman
JAMES EHRESMAN d/b/a/
J.E.T. COMPANY

CITY OF FORT WAYNE, INDIANA

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Herbert R. Gamache, Member

Roberta Anderson Staten, Member

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

approved as to form & legality
Asst. City Atty.

This Instrument prepared by:
Philip R. Boller, P.E.

ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in anf for said County and State, this 5th day of MAY, 1980, personally appeared JAMES A. EHRESMAN and acknowledged said instrument to be their voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

MY COMMISSION EXPIRES:

12/8/81

Olga T. Slemons
OLGA T. SLEMONS Notary Public
Resident of ~~12/8/81~~ County, IN.

69-127-8 H.I. 8/6/80

REC - 69-94-13

STREET LIGHTING RESOLUTION
Amended
No. #143-80
Lincolnshire Addition

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light Lincolnshire Addition, more specifically defined as Hollis Lane from Calhoun Street to the west lot line of lot 65 Lincolnshire Addition, Crown Lane from Calhoun Street to Concord Lane, Concord Lane from Calhoun Street to Fairfield Avenue, Millside Court from Harrison Street to Fairfield Avenue, Southfair Court from Harrison Street to Fairfield Avenue, Harrison Street from Crown Lane to Southfiar Court, and Webster Street from Crown Lane to Hollis Lane all in accordance with the detailed plans and specifications on file in the office of the Department of Public Works of said City, and such lighting is now ordered. This improvement is ordered pursuant to I.C. 18-1-6-15 and/or I.C. 19-5-24.

A maximum cost $2.58 per lineal foot shall be assessed upon real estate abutting the above described streets. The balance of the project cost shall be assessed upon the City of Fort Wayne, Indiana.

Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at the rate of seven (7%) percent per annum and shall be financed by the Barrett Law revolving improvement fund as provided for in I.C. 18-6-5-29.5. All proceedings and any work done in said lighting assessment of property, collection of assessments and issuance of bonds therefor, shall be provided for in said above entitled acts and all amendments thereto and supplemental thereof.

Adopted this 6th day of August 1980.

Board of Public Works

Attest:
Sandra E. Kennedy
Clerk

69-94-13 #I.
7/9/80

STREET LIGHTING RESOLUTION

No. #143-80

Lincolnshire Addition

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light Lincolnshire Addition, more specifically defined as Hollis Lane from Calhoun Street to the west lot line of lot 65 Lincolnshire Addition, Crown Lane from Calhoun Street to Concord Lane, Millside Court from Harrison Street to Fairfield Avenue, Southfair Court from Harrison Street to Fairfield Avenue, Harrison Street from Crown Lane to Southfair Court, and Webster Street from Crown Lane to Hollis Lane, all in accordance with the detailed plans and specifications on file in the office of the Department of Public Works of said City, and such lighting is now ordered. This improvement is ordered pursuant to I.C. 18-1-6-15 and/or I.C. 19-5-24.

A maximum cost $2.58 per lineal foot shall be assessed upon real estate abutting the above described streets. The balance of the project cost shall be assessed upon the City of Fort Wayne, Indiana.

Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at the rate of seven (7%) percent per annum and shall be financed by the Barrett Law revolving improvement fund as provided for in I.C. 18-6-5-29.5. All proceedings and any work done in said lighting assessment of property, collection of assessments and issuance of bonds therefor, shall be provided for in said above entitled acts and all amendments thereto and supplemental thereof.

Adopted this 9th day of July 1980.

Board of Public Works

Attest:
Sandra E Kennedy
Clerk

72

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69-93-10 H.I. 7/9/80

1980 SEP 22 PM 2:30
ALLEN COUNTY RECORDER
Virginia L Young

80-020258

S-113-80

AGREEMENT
FOR
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 9th day of July, 1980, by and between Holy Scripture Evangelical Lutheran Church of Fort Wayne, Indiana, Inc., an Indiana not for profit corporation, hereinafter referred to as "DEVELOPER", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY",

WITNESSETH:

DULY ENTERED FOR TAXATION
SEP 22 1980
Gloria J. Gougleir
AUDITOR OF ALLEN COUNTY

WHEREAS, the DEVELOPER desires to construct a sanitary sewer described as follows:

Sanitary Sewer

Beginning at an existing manhole #8 located over an existing 15" sanitary sewer, said manhole being situated 1440 (±) feet East and 230 (±) feet North of the center-line intersection of Dunkelberg Road and Kinnerk Road; thence Westerly, a distance of 220 feet to proposed manhole #1; thence Westerly, a distance of 400 feet to proposed manhole #2; thence Westerly, a distance of 220 feet to proposed manhole #3; thence Westerly, a distance of 315 feet to proposed manhole #4; thence Westerly, a distance of 220 feet to proposed manhole #5; thence Westerly, a distance of 290 feet terminating at a proposed manhole #6.

Said sanitary sewer shall be 8 inches in diameter, in accordance with plans, specifications, and profiles heretofore submitted to the CITY and now on file in the Office of the Chief Engineer of the Water Pollution Control Engineering Department of the CITY and known as Holy Scripture Church Sanitary Sewer, which plans, specifications and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the DEVELOPER has an interest, but also adjoining land areas.

WHEREAS, the cost of construction of said sewer is represented to be $24,427.00 composed of $21,427.00 for construction costs and $3,000.00 for consultant engineering.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

4.50 BY

Ken 7061

1. CONSTRUCTION OF SEWER

The DEVELOPER shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the CITY, under private contract with CITY approval. All work and materials shall be inspected by the CITY and conform with all CITY standards and specifications. Upon completion, said sewer shall become the property of CITY and all further maintenance thereafter shall be borne by the CITY.

2. COST OF CONSTRUCTION

The DEVELOPER agrees to pay the entire cost and expense of construction of said sewer, in cash, and to hold the CITY harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer, when accepted by the CITY, will initially serve the following described real estate of the DEVELOPER:

> Part of Lot #12 of the Subdivision of that part of Richardville Reserve West of the St. Mary's River (also known as Siemon's Subdivision), Township 30 North, Range 12 East, Allen County, Indiana, as established by the survey map thereof recorded in Deed Record 106, page 141 in the Office of the Recorder of Allen County, Indiana, together with part of a certain 100 acre tract, said 100 acre tract being a part of the Richardville Reserve West of the St. Mary's River in Wayne and Pleasant Township, said 100 acre tract being described in Document #72-00663 in the Office of the Recorder of Allen County, Indiana, said parts being in aggregate more particularly described as follows, to wit:
>
> Beginning at a point on the Westerly line of said Lot #12, said point being situated 190.7 feet, N 33°-30' W of the most Southerly corner of the aforementioned Lot #12, said point also being on the centerline of Dunkelberg Road and the centerline of the Kinnerk Road; thence continuing N 33°-30' W, on and along the Westerly line of said Lot #12, being also the centerline of Kinnerk Road, a distance of 285.3 feet; thence N 57°-24' E, a distance of 305.7 feet; thence S 68°-36' E, a distance of 225.8 feet; thence S 01°-20' E, a distance of 312.84 feet to the centerline of said Dunkelberg Road; thence S 88°-40' W, on and along said centerline, a distance of 317.7 feet to the point of beginning, containing 3.208 acres of land, subject to legal right-of-way for Dunkelberg Road and Kinnerk Road and subject to all easements of record.

As the DEVELOPER will pay for the entire cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer, or the use thereof, by the present or future owners of said aforedescribed real estate, except as to such standard tap-in and inspection fees as are customarily charged by the CITY for connections to CITY sewer main.

An area connection charge of $442.73 per acre must be paid to CITY at the time of connection by the DEVELOPER for area aforedescribed. This area connection charge represents the oversizing cost expended by the CITY and the Fort Wayne Community Schools Building Corporation for sewer line pertaining to St. Mary's Interceptor, Resolution No. 214, as recorded in Instrument 71-05984 in the Office of the Recorder of Allen County, Indiana.

An additional area connection charge of $218.98 per acre must also be paid to the CITY at the time of connection by the DEVELOPER for the area aforedescribed. This area connection charge represents the pro-rata share of the cost of the extension of the CITY sewer by Shermeyer Associates, Inc. for sewer line known as Pheasant Run Offsite Sanitary Sewer as recorded in Instrument 72-28067 in the Office of the Recorder of Allen County, Indiana.

4. CHARGE AGAINST EXCESS AREA

Said sewer, however, also serves an additional or excess area as shown on the attached Exhibit "A". In the event any present or future owner of real estate shall at any time within fifteen (15) years of the date of this agreement, desire to use said sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral or local lines to service such land, CITY, through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said excess area pay to the CITY, in addition to the costs of standard tap-in and inspection fees, the sum of $0.031125 per square foot for the area served by each such connection and use, which represents the pro-rata share of the cost of the extension of the CITY sewer to said area. Any amount so collected by the CITY shall be paid by the CITY within sixty (60) days of the receipt thereof to the DEVELOPER.

An area connection charge of $442.73 per acre must be paid to CITY at the time of connection by any such owner or owners of any excess area sought to be served by the herein described sanitary sewer. This area connection charge represents the oversizing cost expended by the CITY and the Fort Wayne Community Schools Building Corporation for sewer line pertaining to St. Mary's Interceptor,

Resolution No. 214, as recorded in Instrument 71-05984 in the Office of the Recorder of Allen County, Indiana.

An additional area connection charge of $218.98 per acre must also be paid to the CITY at the time of connection by any such owner or owners any excess area sought to be served by the herein described sanitary sewer. This area connection charge represents the pro-rata share of the cost of the extension of the CITY sewer by Shermeyer Associates, Inc. for sewer line known as Pheasant Run Offiste Sanitary Sewer as recorded in Instrument 72-28067 in the Office of the Recorder of Allen County, Indiana.

5. WAIVER OF CHARGE AGAINST EXCESS AREA

In consideration of a grant of easement right-of-way for the installation of said sewer across Excess Area #1 as shown on the attached Exhibit "A", DEVELOPER hereby agrees to waive the local area charge created herein against said Excess Area #1. The owner or owners of said Excess Area #1 remain responsible for the payment of the aforedescribed area connection charges at the time of connection to said sanitary sewer.

6. BOND

This contract is subject to DEVELOPER furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer, said bond to serve as a guarantee of said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the CITY.

7. LIMITATION ON USE.

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water run-off caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

8. WAIVER OR RIGHT TO REMONSTRATE AGAINST ANNEXATION

The DEVELOPER, for itself, its successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of any territory now or hereafter owned by him, as described in Article 3 herein.

The DEVELOPER further agrees that any deeds, contracts, or other instruments of conveyance made by the DEVELOPER, its successors or assigns transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, ~~which provisions contained in this article~~, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the DEVELOPER, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee or contract purchaser and their successors in title.

The DEVELOPER further agrees to record an executed copy of this contract, in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of CITY as hereinafter provided. Any owner or owners of property which is now, or hereafter, located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by the City of such land or of the territory in which it is located or of the area served by said sewer.

9. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Section 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (I.C. 19-2-7-16, I.C. 19-2-7-17 and I.C. 19-2-7-18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

10. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscirbed to this Agreement the day and year first above written.

DEVELOPER: Holy Scripture Evangelical Lutheran Church of Fort Wayne, Indiana, Inc.

By Rudy Koenemann
Rudy Koenemann
President

ATTEST Weldon K Schaefer
Weldon Schaefer
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Rudy Koenemann and Weldon Schaefer, by who acknowledged the execution of the foregoing agreement for sewer extension as and for its voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 23rd day of May, 1980.

Deanna Faust
Deanna Faust - Notary Public
Resident of Allen County, Indiana

My Commission Expires:

10-11-81

CITY OF FORT WAYNE, INDIANA

By _____
Win Moses, Jr. Mayor

BOARD OF PUBLIC WORKS

By _____
Mark L. Akers, Chairman

By _____
Herbert R. Gamache, Member

By _____
Roberta Anderson Staten, Member

ATTEST _____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY

_____
City Attorney

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Win Moses, Jr., Mark L. Akers, Herbert R. Gamache, Roberta Anderson Staten, and Sandra E. Kennedy, known to me to be the Mayor, the Members of the Board of Public Works and the Clerk of the Board of Public Works, said Board of the City of Fort Wayne, Indiana, respectively, and acknowledged the execution of the within agreement as their voluntary act and deed of said city.

WITNESS my hand an notarial seal this 9th day of July, 1980.

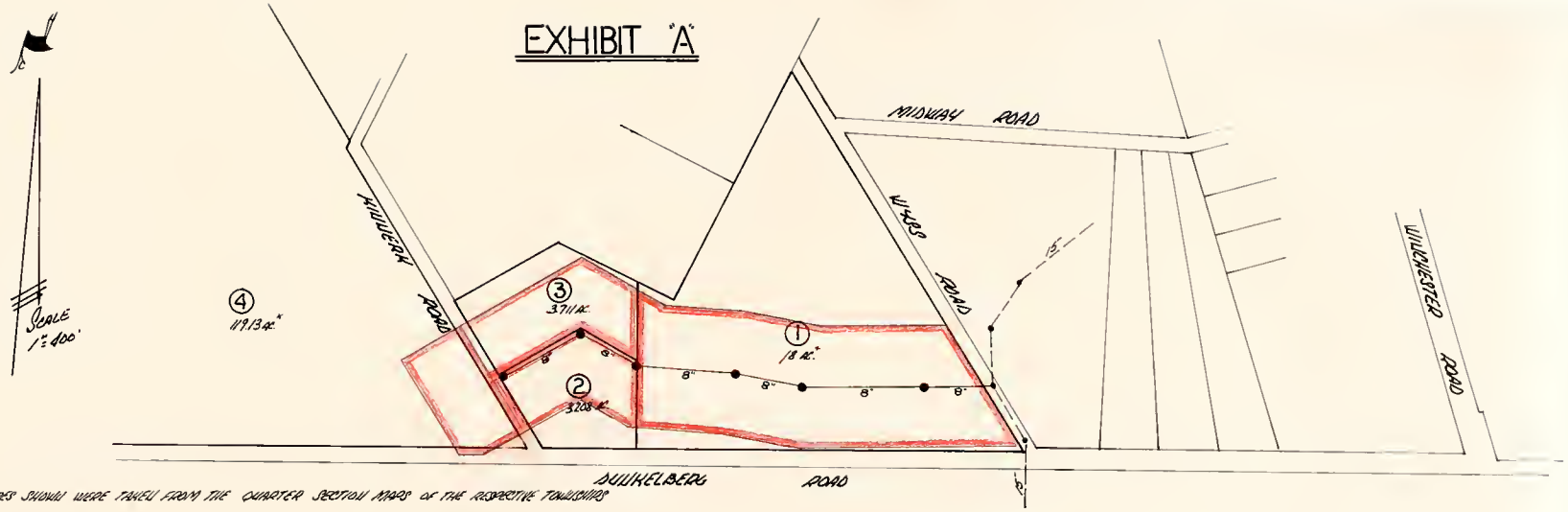
_____
Anne J. Fox Notary Public
Resident of Allen County, Indiana

My Commission Expires:

3-6-84

This instrument prepared by Philip R. Boller, Chief Water Pollution Control Engineer. and Richard I. Snouffer, Associate City Attorney.

EXHIBIT "A"



*THE ACRES SHOWN WERE TAKEN FROM THE QUARTER SECTION MAPS OF THE RESPECTIVE TOWNSHIPS

	1	2	3	4	5	6	7	
EXCESS AREA	ASSESSABLE AREA LOCAL CHARGES	ASSESSABLE AREA AREA COLLECTION CHARGES	PROPERTY OWNER	LOCAL SEWER EXTENSION COST ($/SQ. FT.)	LOCAL SEWER EXTENSION COST (1 & 2)	AREA COLLECTION FEE - ST. MARYS INTERCEPTOR	AREA COLLECTION FEE - PHEASANT RUN SANITARY SEWER	PROJECT COST TOTALS PER PROPERTY OWNER (3+6+7)
#1	464,000 S.F.	18 AC.	ARTHUR W. & M. GERTRUDE KASS	$0.031125	$14,442.00	$7,969.14	$3,941.64	$26,352.78
#2	112,000 S.F.	3.208 AC.	HOLY SCRIPTURE EVANGELICAL LUTHERAN CHURCH	$0.031125	$3,486.00	$1,420.28	$702.49	$5,608.77
#3	131,200 S.F.	3.711 AC.	WISCONSIN EVANGELICAL LUTHERAN CHURCH	$0.031125	$4,083.60	$1,642.97	$812.63	$6,539.20
#4	77,600 S.F.	1.78 AC.	GUSTAV G. & BERNICE M. GERKE	$0.031125	$2415.40	$788.06 ($442.73/AC.)	$389.78 ($218.78/AC.)	$3593.24

TOTAL = 784,800 S.F.

TOTAL LOCAL COST OF SEWER — CONSTRUCTION $21,427.00 + ENGINEERING $3,000.00 = TOTAL = $24,427.00

LOCAL COST PER S.F. = $\frac{\$24,427.00}{784,800} = \$0.031125$

71 73

69-91-3 H.I.
7/3/80.
587-8

(8)

ENGINEERING AGREEMENT

BOARD OF PUBLIC WORKS
FORT WAYNE, INDIANA

AND

RONALD L. BONAR & ASSOCIATES, INC.
616 South Harrison Street
Fort Wayne, Indiana 46802

ENVIRONMENTAL SERVICES FOR

WIDENING AND RECONSTRUCTION OF STATE BOULEVARD

F-568 from Reed Road east 7,860 feet to a point
250 feet east of Tonawanda Drive

AGREEMENT

THIS AGREEMENT entered into this 3rd day of July, 1980, by and between the City of Fort Wayne, Indiana, acting by and through its Board of Public Works, City-County Building, Fort Wayne, Indiana, hereinafter referred to as "CITY", and Ronald L. Bonar & Associates, Inc., an Indiana Corporation providing engineering, land surveying and planning services, hereinafter referred to as "ENGINEER".

The term "Engineer: in this Agreement shall mean the official name and qualified officers of Ronald L. 8onar & Associates, Inc.

Name of Consulting Engineer: Ronald L. 8onar & Associates, Inc.

Officer: Ronald L. Bonar, President

Office Address: 616 South Harrison Street
Fort Wayne, Indiana 46802

WITNESSETH:

WHEREAS, the CITY desires to contract for the professional services required in the preparation of the appropriate Environmental Studies and reports for said Project, and

WHEREAS, the ENGINEER has expressed a willingness to provide the services required in the development of the Environmental Studies, and

WHEREAS, the parties hereto agree that said ENGINEER shall provide the services and documents hereinbefore and hereinafter described in relation to the following described project:

Description of Project

STATE 8DULEVARD F-568

Widening and reconstruction of State Boulevard (F-568) in the City of Fort Wayne, from Reed Road (F-696) east 7,860 feet to a point 25D feet east of Tonawanda Drive.

The above street is hereinafter referred to as the "Project".

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

ARTICLE 1. SERVICES BY THE ENGINEER

1.1 Environmental Studies

The ENGINEER shall provide the following:

1.1.1 Development of the Environmental Impact Study in compliance with procedures and requirements of the FHWA and the ISHC's approved Action Plan, which shall include a systematic interdisciplinary approach.

1.1.2 Contact all Federal, State and Local Agencies that may have an interest in the proposed Project to obtain any impacts they may identify within their specific expertise.

1.1.3 Contact any private organizations that may be interested in the proposed project to obtain the local attitude toward the impacts within the affected area.

1.1.4 Represent the CITY at all public meetings, specifically including the public hearings as required by the FHWA.

1.1.5 Provide the survey to obtain any detailed relocation information on each alternate, should such be required.

1.1.6 Develop noise data for each alternate, including an evaluation of the future effects. (The ISHC will provide the ambient noise measurements for each alternate.)

1.1.7 Develop air polution data and provide an analysis of the air impact. (Based on existing Ambient Air Quality Data available from the State and Local Air Pollution Control Agencies.)

1.1.8 Compile all the required information documenting the scope of the Project and the anticipated environmental effects in order that the ISHC and FHWA can make a determination as to whether the effect will be considered Major, Significant or Non-Significant.

1.1.9 If the determination resulting from Section 1.1.8 considers the Action to be Major, Non-Significant, An Environmental Assessment will be processed in accordance with the appropriate FHWA guidelines, and the ISHC Action Plan. This also includes the work necessary to obtain a Finding of No Significant Impact.

1.1.10 Furnish the appropriate number of copies of reports needed for distribution of all reports to be developed.

1.1.11 Submit on behalf of the CITY all required materials to the appropriate agencies.

1.1. 12 Should there be more detailed data required than that available from the State and Local Air Pollution Control Agencies as referred to in Article 1.1.7, the services to provide such additional information shall be considered a major change in the scope of work; and such a change shall be covered under Additional Services, as set forth herein.

1.1.13 If such conditions prevail that would require the FHWA to consider the Environmental Assessment a Major Action and require a full Environmental Impact Statement, and/or a F-4 statement, the services to provide such additional work shall be considered as a major change in the scope of work and shall be covered as Additional Services, as set forth herein.

ARTICLE 2. SCHEDULE

The ENGINEER, under this Agreement, shall begin work immediately upon receipt of Notice To Proceed from the CITY, and shall deliver the work to the CITY according to the following schedule.

2.1 If subarticle 1.1.9 applies, the Preliminary Major, Non-

Significant Environmental Assessment and the Final Major, Non-Significant Environmental Assessment will be furnished as follows:

A. The Preliminary Major Non-Significant Environmental Assessment will be submitted within One Hundred Twenty (120) Calendar Days after Notice To Proceed.

B. The Draft Major Non-Significant Environmental Assessment will be submitted within Ninety (90) Calendar Days after receipt of comments on the Preliminary Major Non-Significant Environmental Assessment.

C. The Final Major Non-Significant Environmental Assessment will be submitted within Forty-Five (45) Calendar Days after receipt of all comments on the Draft Major Non-Significant Environmental Assessment.

ARTICLE 3. OBLIGATIONS OF CITY TO ENGINEER

The CITY will:

3.1 Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the Project, including previous reports, construction drawings and any other data relative to design and construction of the Project.

3.2 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this Agreement.

3.3 Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by the ENGINEER and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.

3.4 Provide all legal services as may be required for the development of the Project.

3.5 Appoint one individual to act as their contact person and clearinghouse in working with the ENGINEER on the Project, and this person shall have full authority on behalf of the CITY to make decisions and give direction to the ENGINEER.

3.6 Keep a record of all major decisions relating to the Project, provide transportation network models through NIRCC or other sources, provide present street counts for the corridor and related streets, be responsible for the cost, if any, of the ISHC for the preparation of the air and noise analysis, provide information on existing physical features including right-of-way widths, major utilities, etc., provide basic design features including number of lanes, type of intersection treatment, overpass grade level, etc. and give prompt review and comment on the submittals of the ENGINEER.

ARTICLE 4. ADDITIONAL SERVICES

The scope of the services described herein is for the Environmental Studies necessary for the development of the Project, and appropriate approvals by the ISHC and FHWA. If, during the development of this Study, it is determined by the FHWA that the project represents a Major Action having significant effect, and that a full EIS and/or 4-F statement is required, and/or if more detailed data than that available from the State and Local Air Pollution Control Agencies is required, it shall be considered a major change in scope and classified as additional services. A Supplemental Agreement shall be entered into between ENGINEER and CITY which shall set forth and specify the scope of services and the additional amount of compensation.

ARTICLE 5. ENGINEER'S PAYMENTS

The ENGINEER shall receive as payment for the work performed under this Agreement a lump sum fee of Fourteen Thousand Five Hundred Dollars ($14,500.00) which shall be paid as follows:

A.	Completion of Preliminary Major, Non-Significant Environmental Assessment and submission to the CITY	$5,000.00
B.	Completion of Draft Major, Non-Significant Environmental Assessment and submission to the CITY	$5,000.00
C.	Completion of the Final Major, Non-Significant Environmental Assessment and submission to the CITY	$3,000.00
D.	Approval of Environmental Assessment by the FHWA.	$1,500.00

ARTICLE 6. GENERAL

It is recognized and agreed by the parties hereto that the work set forth in this Agreement is intended to be the first step towards the development of the full improvements on the Project. A separate agreement covering the engineering services required in the development of contract plans, specifications, and estimates for the Project is being prepared and will be submitted to the Indiana State Highway Commission and Federal Highway Administration for their approvals. Such Agreement contemplates the use of Federal Highway Funds to defray cost of the design services.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

ENGINEER
RONALD L. BONAR & ASSOCIATES, INC.

By Ronald L. Bonar
Ronald L. Bonar, President

ATTEST: Anne J. Fox

CITY
CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

ATTEST:
Sandra E. Kennedy

APPROVED AS TO LEGALITY AND FORM:

Gen. Attorney for the City of Fort Wayne, Indiana

69-91-3 H.I.
7/3/80

ENGINEERING AGREEMENT

BOARD OF PUBLIC WORKS
FORT WAYNE, INDIANA

AND

RONALD L. BONAR & ASSOCIATES, INC.
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The term "Engineer: in this Agreement shall mean the official name and qualified officers of Ronald L. Bonar & Associates, Inc.

Name of Consulting Engineer: Ronald L. Bonar & Associates, Inc.

Officer: Ronald L. Bonar, President

Office Address: 616 South Harrison Street
Fort Wayne, Indiana 46802

WITNESSETH:

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WHEREAS, the parties hereto agree that said ENGINEER shall provide the services and documents hereinbefore and hereinafter described in relation to the following described project:

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1.1 Environmental Studies

The ENGINEER shall provide the following:

1.1.1 Development of the Environmental Impact Study in compliance with procedures and requirements of the FHWA and the ISHC's approved Action Plan, which shall include a systematic interdisciplinary approach.

1.1.2 Contact all Federal, State and Local Agencies that may have an interest in the proposed Project to obtain any impacts they may identify within their specific expertise.

1.1.3 Contact any private organizations that may be interested in the proposed project to obtain the local attitude toward the impacts within the affected area.

1.1.4 Represent the CITY at all public meetings, specifically including the public hearings as required by the FHWA.

1.1.5 Provide the survey to obtain any detailed relocation information on each alternate, should such be required.

1.1.6 Develop noise data for each alternate, including an evaluation of the future effects. (The ISHC will provide the ambient noise measurements for each alternate.)

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1.1.8 Compile all the required information documenting the scope of the Project and the anticipated environmental effects in order that the ISHC and FHWA can make a determination as to whether the effect will be considered Major, Significant or Non-Significant.

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1.1.10 Furnish the appropriate number of copies of reports needed for distribution of all reports to be developed.

1.1.11 Submit on behalf of the CITY all required materials to the appropriate agencies.

1.1. 12 Should there be more detailed data required than that available from the State and Local Air Pollution Control Agencies as referred to in Article 1.I.7, the services to provide such additional information shall be considered a major change in the scope of work; and such a change shall be covered under Additional Services, as set forth herein.

1.1.I3 If such conditions prevail that would require the FHWA to consider the Environmental Assessment a Major Action and require a full Environmental Impact Statement, and/or a F-4 statement, the services to provide such additional work shall be considered as a major change in the scope of work and shall be covered as Additional Services, as set forth herein.

ARTICLE 2. SCHEDULE

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B. The Draft Major Non-Significant Environmental Assessment will be submitted within Ninety (90) Calendar Days after receipt of comments on the Preliminary Major Non-Significant Environmental Assessment.

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The CITY will:

3.1 Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the Project, including previous reports, construction drawings and any other data relative to design and construction of the Project.

3.2 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this Agreement.

3.3 Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by the ENGINEER and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.

3.4 Provide all legal services as may be required for the development of the Project.

3.5 Appoint one individual to act as their contact person and clearinghouse in working with the ENGINEER on the Project, and this person shall have full authority on behalf of the CITY to make decisions and give direction to the ENGINEER.

3.6 Keep a record of all major decisions relating to the Project, provide transportation network models through NIRCC or other sources, provide present street counts for the corridor and related streets, be responsible for the cost, if any, of the ISHC for the preparation of the air and noise analysis, provide information on existing physical features including right-of-way widths, major utilities, etc., provide basic design features including number of lanes, type of intersection treatment, overpass grade level, etc. and give prompt review and comment on the submittals of the ENGINEER.

ARTICLE 4. ADDITIONAL SERVICES

The scope of the services described herein is for the Environmental Studies necessary for the development of the Project, and appropriate approvals by the ISHC and FHWA. If, during the development of this Study, it is determined by the FHWA that the project represents a Major Action having significant effect, and that a full EIS and/or 4-F statement is required, and/or if more detailed data than that available from the State and Local Air Pollution Control Agencies is required, it shall be considered a major change in scope and classified as additional services. A Supplemental Agreement shall be entered into between ENGINEER and CITY which shall set forth and specify the scope of services and the additional amount of compensation.

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IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

ENGINEER
RONALD L. BONAR & ASSOCIATES, INC.

By Ronald L. Bonar
Ronald L. Bonar, President

ATTEST: Anne J. Fox

CITY
CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Robert Anderson

ATTEST: Sandra E. Kennedy

APPROVED AS TO LEGALITY AND FORM:

Attorney for the City of Fort Wayne, Indiana

71 73

BONAR & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING
616 SOUTH HARRISON STREET • FORT WAYNE, INDIANA 46802
219-424-0318

July 1, 1980

City of Fort Wayne
Board of Public Works
Mr. Mark Akers
City-County Building
Fort Wayne, IN 46802

SUBJECT: State Boulevard Reconstruction

Dear Mark:

In accordance with our discussion, we have prepared a proposed engineering agreement for the environmental services necessary for the widening and reconstruction of State Boulevard. We have also prepared a separate agreement for the design phase to include the plans, specifications and estimates. Both agreements are attached.

The agreements, as written, contemplate that the environmental services would be funded entirely from local funds. This would mean work could begin immediately, as soon as the agreement is executed.

The proposed agreement for the design phase contemplates using Federal Highway Funds - 75%. Before work can begin or the agreement executed for this phase of work, it is necessary the agreement be submitted by the City, reviewed and processed by the Indiana State Highway Commission and Federal Highway Administration.

This procedure of having two separate agreements and using local funds for the environmental phase will save approximately 6 months in advancing the project to the construction stage.

I would be happy to review these in detail with you at your convenience.

Sincerely,

Ron Bonar

Ronald L. Bonar, P.E.
President

RLB:rs
Encs.
cc: Mr. Carl O'Neal

ENGINEERING AGREEMENT

BOARD OF PUBLIC WORKS
FORT WAYNE, INDIANA

AND

RONALD L. BONAR & ASSOCIATES, INC.
616 South Harrison Street
Fort Wayne, Indiana 46802

ENVIRONMENTAL SERVICES FOR

WIDENING AND RECONSTRUCTION OF STATE BOULEVARD

F-568 from Reed Road east 7,860 feet to a point
250 feet east of Tonawanda Drive

AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 1980, by and between the City of Fort Wayne, Indiana, acting by and through its Board of Public Works, City-County Building, Fort Wayne, Indiana, hereinafter referred to as "CITY", and Ronald L. Bonar & Associates, Inc., an Indiana Corporation providing engineering, land surveying and planning services, hereinafter referred to as "ENGINEER".

The term "Engineer: in this Agreement shall mean the official name and qualified officers of Ronald L. Bonar & Associates, Inc.

Name of Consulting Engineer: Ronald L. Bonar & Associates, Inc.

Officer: Ronald L. Bonar, President

Office Address: 616 South Harrison Street
Fort Wayne, Indiana 46802

WITNESSETH:

WHEREAS, the CITY desires to contract for the professional services required in the preparation of the appropriate Environmental Studies and reports for said Project, and

WHEREAS, the ENGINEER has expressed a willingness to provide the services required in the development of the Environmental Studies, and

WHEREAS, the parties hereto agree that said ENGINEER shall provide the services and documents hereinbefore and hereinafter described in relation to the following described project:

Description of Project

STATE BOULEVARD F-568

Widening and reconstruction of State Boulevard (F-568) in the City of Fort Wayne, from Reed Road (F-696) east 7,860 feet to a point 250 feet east of Tonawanda Drive.

The above street is hereinafter referred to as the "Project".

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

ARTICLE 1. SERVICES BY THE ENGINEER

1.1 Environmental Studies

The ENGINEER shall provide the following:

1.1.1 Development of the Environmental Impact Study in compliance with procedures and requirements of the FHWA and the ISHC's approved Action Plan, which shall include a systematic interdisciplinary approach.

1.1.2 Contact all Federal, State and Local Agencies that may have an interest in the proposed Project to obtain any impacts they may identify within their specific expertise.

1.1.3 Contact any private organizations that may be interested in the proposed project to obtain the local attitude toward the impacts within the affected area.

1.1.4 Represent the CITY at all public meetings, specifically including the public hearings as required by the FHWA.

1.1.5 Provide the survey to obtain any detailed relocation information on each alternate, should such be required.

1.1.6 Develop noise data for each alternate, including an evaluation of the future effects. (The ISHC will provide the ambient noise measurements for each alternate.)

1.1.7 Develop air polution data and provide an analysis of the air impact. (Based on existing Ambient Air Quality Data available from the State and Local Air Pollution Control Agencies.)

1.1.B Compile all the required information documenting the scope of the Project and the anticipated environmental effects in order that the ISHC and FHWA can make a determination as to whether the effect will be considered Major, Significant or Non-Significant.

1.1.9 If the determination resulting from Section 1.1.8 considers the Action to be Major, Non-Significant, An Environmental Assessment will be processed in accordance with the appropriate FHWA guidelines, and the ISHC Action Plan. This also includes the work necessary to obtain a Finding of No Significant Impact.

1.1.10 Furnish the appropriate number of copies of reports needed for distribution of all reports to be developed.

1.1.11 Submit on behalf of the CITY all required materials to the appropriate agencies.

1.1.12 Should there be more detailed data required than that available from the State and Local Air Pollution Control Agencies as referred to in Article 1.1.7, the services to provide such additional information shall be considered a major change in the scope of work; and such a change shall be covered under Additional Services, as set forth herein.

1.1.13 If such conditions prevail that would require the FHWA to consider the Environmental Assessment a Major Action and require a full Environmental Impact Statement, and/or a F-4 statement, the services to provide such additional work shall be considered as a major change in the scope of work and shall be covered as Additional Services, as set forth herein.

ARTICLE 2. SCHEDULE

The ENGINEER, under this Agreement, shall begin work immediately upon receipt of Notice To Proceed from the CITY, and shall deliver the work to the CITY according to the following schedule.

2.1 If subarticle 1.1.9 applies, the Preliminary Major, Non-

Significant Environmental Assessment and the Final Major, Non-Significant Environmental Assessment will be furnished as follows:

A. The Preliminary Major Non-Significant Environmental Assessment will be submitted within One Hundred Twenty (120) Calendar Days after Notice To Proceed.

B. The Draft Major Non-Significant Environmental Assessment will be submitted within Ninety (90) Calendar Days after receipt of comments on the Preliminary Major Non-Significant Environmental Assessment.

C. The Final Major Non-Significant Environmental Assessment will be submitted within Forty-Five (45) Calendar Days after receipt of all comments on the Draft Major Non-Significant Environmental Assessment.

ARTICLE 3. OBLIGATIONS OF CITY TO ENGINEER

The CITY will:

3.1 Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the Project, including previous reports, construction drawings and any other data relative to design and construction of the Project.

3.2 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this Agreement.

3.3 Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by the ENGINEER and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.

3.4 Provide all legal services as may be required for the development of the Project.

3.5 Appoint one individual to act as their contact person and clearinghouse in working with the ENGINEER on the Project, and this person shall have full authority on behalf of the CITY to make decisions and give direction to the ENGINEER.

3.6 Keep a record of all major decisions relating to the Project, provide transportation network models through NIRCC or other sources, provide present street counts for the corridor and related streets, be responsible for the cost, if any, of the ISHC for the preparation of the air and noise analysis, provide information on existing physical features including right-of-way widths, major utilities, etc., provide basic design features including number of lanes, type of intersection treatment, overpass grade level, etc. and give prompt review and comment on the submittals of the ENGINEER.

ARTICLE 4. ADDITIONAL SERVICES

The scope of the services described herein is for the Environmental Studies necessary for the development of the Project, and appropriate approvals by the ISHC and FHWA. If, during the development of this Study, it is determined by the FHWA that the project represents a Major Action having significant effect, and that a full EIS and/or 4-F statement is required, and/or if more detailed data than that available from the State and Local Air Pollution Control Agencies is required, it shall be considered a major change in scope and classified as additional services. A Supplemental Agreement shall be entered into between ENGINEER and CITY which shall set forth and specify the scope of services and the additional amount of compensation.

ARTICLE 5. ENGINEER'S PAYMENTS

The ENGINEER shall receive as payment for the work performed under this Agreement a lump sum fee of Fourteen Thousand Five Hundred Dollars ($14,500.00) which shall be paid as follows:

A.	Completion of Preliminary Major, Non-Significant Environmental Assessment and submission to the CITY	$5,000.00
B.	Completion of Draft Major, Non-Significant Environmental Assessment and submission to the CITY	$5,000.00
C.	Completion of the Final Major, Non-Significant Environmental Assessment and submission to the CITY	$3,000.00
D.	Approval of Environmental Assessment by the FHWA.	$1,500.00

ARTICLE 6. GENERAL

It is recognized and agreed by the parties hereto that the work set forth in this Agreement is intended to be the first step towards the development of the full improvements on the Project. A separate agreement covering the engineering services required in the development of contract plans, specifications, and estimates for the Project is being prepared and will be submitted to the Indiana State Highway Commission and Federal Highway Administration for their approvals. Such Agreement contemplates the use of Federal Highway Funds to defray cost of the design services.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

ENGINEER
RONALO L. BONAR & ASSOCIATES, INC.

By Ronald L Bonar
Ronald L. Bonar, President

ATTEST: Anne J. Fox

CITY
CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

ATTEST:
Sandra E Kennedy

APPROVED AS TO LEGALITY AND FORM:

Attorney for the City of Fort Wayne, Indiana

71 73

BONAR & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING
616 SOUTH HARRISON STREET • FORT WAYNE, INDIANA 46802
219-424-0318

July 1, 1980

City of Fort Wayne
Board of Public Works
Mr. Mark Akers
City-County Building
Fort Wayne, IN 46802

SUBJECT: State Boulevard Reconstruction

Dear Mark:

In accordance with our discussion, we have prepared a proposed engineering agreement for the environmental services necessary for the widening and reconstruction of State Boulevard. We have also prepared a separate agreement for the design phase to include the plans, specifications and estimates. Both agreements are attached.

The agreements, as written, contemplate that the environmental services would be funded entirely from local funds. This would mean work could begin immediately, as soon as the agreement is executed.

The proposed agreement for the design phase contemplates using Federal Highway Funds - 75%. Before work can begin or the agreement executed for this phase of work, it is necessary the agreement be submitted by the City, reviewed and processed by the Indiana State Highway Commission and Federal Highway Administration.

This procedure of having two separate agreements and using local funds for the environmental phase will save approximately 6 months in advancing the project to the construction stage.

I would be happy to review these in detail with you at your convenience.

Sincerely,

Ron Bonar

Ronald L. Bonar, P.E.
President

RLB:rs
Encs.
cc: Mr. Carl O'Neal

7.4

90

IMPROVEMENT RESOLUTION 69-88-7 H.I 7/2/80

FOR STREETS

NO. 5886 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

(1) Eckart Street - From the east curbline of Holton Avenue to the west property line of Winter Street.

(2) Drexel Avenue - From the east curbline of Queen Street to the west curbline of Fruehauf Drive as platted north.

(3) Village Court Drive - From the east pavement line of Hessen Cassel Road to the west curbline of Wellington Drive.

(4) Oliver Street - From a point 35 Ft. north of Emily Street to the north curbline of Pontiac Street.

(5) Bowser Avenue - From a point 80 Ft. north of Hurd Street to the north curbline of Pontiac Street.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from Revenue Sharing Funds.

ADOPTED, this 2 day of July, 1980.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Mark L. Akers, Chairman

Roberta Anderson-Staten, Member

Herbert R. Gamache, Member

ATTEST: Sandra E. Kennedy
Secretary & Clerk

73 75

Form 1929

69-87-6 H.I. 7/2/80

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5887 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curb and sidewalks where needed on both sides of Warsaw Street from south property line of Creighton Avenue to north property line of Suttenfield Street, also known as LA REZ IMPACT AREA PHASE III - B.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid Community Development & Planning.

Adopted, this 2 *day of* July, 1980

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

CALHOUN PRESS

Form 179

AMENDED

Improvement Resolution

FOR CURB AND SIDEWALK

69-94-12 AE
7/9/80

No. 5877 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curbs, yardwalks, and drive approaches on Forest Park Blvd. from State Blvd. to Dodge Avenue.

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost of said improvement shall be assessed 50% upon the real estate abutting on said Forest Park Blvd. as above described and 50% upon the City of Fort Wayne, Indiana, if the said city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments, with interest at the prevailing rate ~~of five per cent.~~ per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the City from the assessments for such improvement, or such moneys as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this 9th *day of* July, 1980.

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

CALHOUN PRESS

Form 1929

69-74-21 H.F
6/18/80

Improvement Resolution

FOR CURB ~~AND SIDEWALK~~

No. 5877 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curbs on Forest Park Blvd. from State Blvd. to Dodge Avenue.

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost of said improvement shall be assessed 50% upon the real estate abutting on said Forest Park Blvd. as above described and 50% upon the City of Fort Wayne, Indiana, if the said city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments, with interest at the prevailing rate ~~of five per cent~~ per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the City from the assessments for such improvement, or such moneys as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this 18th *day of* June 1980

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

CALHOUN PRESS

69-64-11 H.I.
6/11/80

RESOLUTION NO. 69-64-11

WHEREAS, the City of Fort Wayne has a proposed Sewage Works Project (C-180599-01) wherein the Trier Ditch Interceptor is a segment of the North Maumee Facility Plan which is being processed for funding by the United States Environmental Protection Agency, and

WHEREAS, said United States Environmental Protection Agencies regulations do not permit funding of projects that will either induce or stimulate growth within prime agricultural lands,

NOW THEREFORE, be it resolved by the Board of Public Works of the City of Fort Wayne, that:

1. For all areas which are delineated as either "Prime Agricultural Land" or "Flood Plain" by either the Allen County Plan Commission or the City of Fort Wayne Planning Commission, the City of Fort Wayne hereby establishes a moratorium on sewer tap connections into the Trier Ditch Interceptor for a period of the next twenty (20) years.

ADOPTED this 11th day of June, 1980.

BOARD OF PUBLIC WORKS:

Mark L. Akers, Chairman

ATTEST:

Sandra E. Kennedy, Clerk

Roberta Anderson-Staten, Member

Herbert R. Gamache, Member

78

69-64-10. H.
6/11/80

RESOLUTION NO. 69-64-10

WHEREAS, the City of Fort Wayne has a proposed Sewage Works Project (C-180599-01) wherein the Country Club Cardens Community and the Westmoor Pump Station Interceptor is a part of Junk Ditch Facility Plan which is being processed for funding by the United States Environmental Protection Agency, and

WHEREAS, said United States Enviromental Protection Agencies regulations do not permit funding of projects that will either induce or stimulate growth for the open space area adjacent to the interceptor shown in Exhibit "A".

NOW, THEREFORE, be it resolved by the Board of Public Works of the City of Fort Wayne, that:

1. For the area noted on Exhibit "A" as Fort Wayne Country Club, Country Club Terrace and Flood Plain, the City of Fort Wayne hereby establishes a moratorium on sewer tap connections into the Westmoor Pump Station Interceptor for a period of the next twenty (20) years.

ADOPTED this 11th day of June, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

ATTEST:

Sandra E. Kennedy, Clerk

Roberta Anderson-Staten, Member

Herbert R. Camache, MEmber

FLOOD PLAIN
PROPOSED
WAYNE
CLUB
COUNTRY
SAND POINT
ROAD
MACBETH
LANE
SANDHILL
ELMHURST

EXHIBIT "A"

69-143-21 H.I
5/20/80
90

REHABILITATION OF SEWERS
SUBSYSTEM AS
RESOLUTION NO. 326-1980

RESOLVED by the Board of Public Works of the City of Fort Wayne, State of Indiana, that the rehabilitation of existing local sanitary sewers within a part of the Southwest Quarter of Section 10, Southeast Quarter of Section 11, East Half of Section 14, West Half of Section 15, Section 21, Section 22, West Half of Section 23, Section 27, and the North Half of Section 28, Township 31 North, Range 13 East; is in the best interest of the Citizens of Fort Wayne, therefore, be and the same is hereby ordered, more particularly described as follows:

SUBSYSTEM AS: The boundaries of Subsystem AS are Cook Road on the North, Hillegas Road on the West, Lowther-Neuhaus Ditch on the South and Coldwater Road on the East.

The total cost of said sewer improvement shall be paid by funds from the Federal, State and City governmental agencies. The City monies will be appropriated from the Sewer Utility Fund of City Utilities. These monies will be repaid to City Utilities through the adoption, by the Board of Public Works, of a Resolution which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement.

This resolution shall also include any adjusted connection charge previously established, by the Board of Public Works, for those benefitted property owners, under Spy Run Interceptor and Smith Field Interceptor adopted by the Board of Public Works on March 14, 1968. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed Two Thousand Five Hundred ($2,500.00) Dollars for a period of not less than one (1) year after it is established by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I.C. 19-2-7-1 to 23, any and all property owners owning property outside the corporate limits of the City of Fort Wayne utilizing the sanitary sewer constructed by authority of this resolution does release his or their right to remonstrate against pending of future annexation by the City of Fort Wayne.

ADOPTED THIS 20 DAY OF August, 1980.

BOARD OF PUBLIC WORKS

BY: _____
Mark L. Akers, Chairman

BY: _____
Roberta Anderson Staten

BY: _____
Herbert Gamache, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Richard I. Smouffer, Associate
City Attorney

-81

Copy orig. to Ltr. of Resolution

69-52-34 H.I.
5/28/80

PERPETUAL EASEMENT

THIS AGREEMENT, made this 28th day of May, 1980 by and between the CITY OF FORT WAYNE, INDIANA acting by and through its Board of Public Works, with the approval of its Mayor (hereinafter called the "Grantor"), and INDIANA FRANKLIN REALTY, INC., an Indiana corporation, having its principal office in Fort Wayne, Allen County, Indiana, (hereinafter called the "Grantee"),

WITNESSETH:

WHEREAS, Grantee and Peoples Trust Bank, an Indiana banking corporation, having its principal office in Fort Wayne, Allen County, Indiana, are causing a multi-storied office building to be known as One Summit Square (hereinafter called "The Building") to be constructed on the following described real estate in Fort Wayne, Allen County, Indiana, to-wit:

> Lots 190, 189, 188, 187 and 186, except for the east five (5) feet thereof, and the vacated alley adjacent to and between said lots 187 and 188, all in the Original Plat of the Town (now City) of Fort Wayne, Indiana, according to the plat thereof, recorded in the Office of the Recorder of Allen County, Indiana,

(hereinafter referred to as "Grantee's Real Estate"); and

WHEREAS, certain subsurface footings (hereinafter referred to as "Footings") for The Building encroach under the surface of portions of the adjacent public rights of way commonly known as Calhoun Street, Washington Boulevard and the east-west alley between Wayne Street and Washington Boulevard (hereinafter referred to as "Public Rights of Way"); and

WHEREAS, Grantor has heretofore, by a document dated October 16, 1978, and recorded as Document 78-35490 on November 3, 1978 in the Office of the Recorder of Allen County, Indiana, and a document dated March 14, 1979 and recorded on March 16,

1979 as Document No. 79-6787 in the office of the Recorder of Allen County, Indiana, granted to Grantee Perpetual Easements to construct and maintain Footings under certain parts of the Public Rights of Way, more particularly described therein; and

WHEREAS, Grantee now desires a perpetual subsurface easement to construct and maintain Footings under additional parts of the Public Rights of Way in the locations described in Exhibit "A" hereto and Grantor is willing to grant such an easement unto Grantee;

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) cash, receipt of which is hereby acknowledged, the mutual benefits to be derived by the parties hereto from the construction of One Summit Square, the faithful performance of the terms and conditions hereof by the parties hereto and other good and valuable consideration, the parties covenant and agree as follows:

1. Grantor does hereby give and grant unto Grantee, its successors and assigns, an additional perpetual easement to construct, maintain, replace and remove the Footings in, under and along the parts of the Public Rights of Way described in Exhibit "A" hereto.

2. Grantee shall bear the entire cost and expense of constructing, reconstructing, maintaining, replacing and removing the Footings under the Public Rights of Way.

3. Upon completion of any construction, maintenance or other activity in connection with the Footings, Grantee shall restore the surface of the Public Rights of Way to the same general condition as existed thereon immediately prior to such act.

4. Grantor reserves unto itself, its successors and assigns and the general public, the right to use the surface and other parts of the Public Rights of Way in which an Easement is hereby granted for street, sidewalk, utility and any other public purposes not inconsistent with the purposes for which this easement was granted.

5. Grantor also grants unto Grantee, its successors and assigns, a temporary easement, from time to time, in such additional parts of the said Public Rights of Way as it may need to construct, maintain, replace and remove the Footings.

6. By the acceptance hereof Grantee agrees to indemnify, defend, protect and hold Grantor harmless from and against any and all liability, claims, expense, damages, actions and causes of action arising out of Grantee's use of the easement herein granted.

7. This agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by the undersigned on the date first written above.

CITY OF FORT WAYNE, INDIANA, acting by
and through its Board of Public Works
with the approval of its Mayor

BOARD OF PUBLIC WORKS

By _____
Mark.L. Akers
Chairman

_____
Winfield C. Moses, Jr.
Mayor

By _____
Roberta Anderson Staten
Member

By _____
Herbert R. Gamache
Member

Attest:

_____
Sandra E. Kennedy
Clerk

Approved as to form and legality,
this 27 day of May, 1980

By _____
Richard I. Snouffer
Associate City Attorney

INDIANA FRANKLIN REALTY, INC.

By William A. Black
William A. Black
Vice President

Attest:

A. H. Stuhlmann
Assistant Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, Indiana, and Mark L. Akers, Roberta Anderson Staten and Herbert R. Gamache, known by me to be all of the Members of the Board of Public Works of the City of Fort Wayne, Indiana, and Sandra E. Kennedy, Clerk of said Board, who executed the foregoing instrument and acknowledged to me that they did so execute same in the name and on behalf of the City of Fort Wayne, Indiana as such Mayor and Board Members and Clerk, respectively, and that the same is their free act and deed as such Mayor, Board Members and Clerk and the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28 day of May, 1980.

Notary Public

I am a resident of
Allen County, Indiana
and My Commission
Expires:
3-6-84

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared William A. Black and A. H. Stuhlmann, to me known and known by me to be the persons who as Vice President and Assistant Secretary, respectively, of Indiana Franklin Realty, Inc., the corporation which executed the foregoing instrument, signed the same and acknowledged to me that they did so sign the same in the name and on behalf of the corporation as such officers, respectively, and that the same is their free act and deed as such officers, respectively, and the free corporate act and deed of said corporation, and that they were duly authorized thereunto by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3 day of June, 1980.

Phyllis E. Buckam
Notary Public

I am a resident of Kosciusko County, Indiana and My Commission Expires:

April 27, 1982

This instrument prepared by William P. Fagan of Livingston, Dildine, Haynie & Yoder, 425 Lincoln Bank Tower, Fort Wayne, Indiana 46802.

EXHIBIT "A" TO PERPETUAL EASEMENT
FROM THE CITY OF FORT WAYNE,
INDIANA TO INDIANA FRANKLIN REALTY, INC.
DATED THE 28 DAY OF May, 1980

The part of the public right-of-way known as Washington Boulevard in the City of Fort Wayne, County of Allen, State of Indiana, in which the attached and foregoing Perpetual Easement has been granted is described as follows:

> Commencing at a point on the South line of Lot #189 of the Original Plat of the Town (now City) of Fort Wayne, Indiana, according to the plat thereof, as recorded in the Office of the Recorder of Allen County, Indiana, which is one hundred feet, six and one-half inches East of the Southwest corner of Lot #190 of said addition; thence in a Southerly direction into the public right-of-way known as Washington Boulevard, a distance of five feet, two inches; thence in an Easterly direction parallel to and constantly five feet, two inches South of the South line of Lot #189 of said addition, a distance of eleven feet; thence in a Northerly direction a distance of four feet, two inches; thence in a Westerly direction parallel to and constantly one foot South of the South line of Lot #189 of said addition a distance of three feet; thence in a Northerly direction a distance of one foot to a point on the South line of Lot #189 of said addition, said point being one hundred eight feet, six and one-half inches East of the Southwest corner of Lot #190 of said addition; thence in a Westerly direction along the South line of Lot #189 a distance of eight feet to the point of beginning.

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

CERTIFICATION

I, Sandra E. Kennedy, Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, do hereby certify that the attached Resolution is a true and complete copy of the Resolution duly adopted by said Board on Wednesday, May 28, 1980 and recorded in Board of Works Minute Record Book 69, Page 52, Item 34.

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

STATE OF INDIANA)
) SS:
)

Subscribed and sworn to before me, the undersigned, a Notary Public in and for said county and state.

WITNESS my hand and notarial seal this 28th day of May, 1980.

Elizabeth J. Meyer
Notary Public

I am a resident of
Allen County, Indiana
and My Commission Expires:

Feb. 12, 1981

AN EQUAL OPPORTUNITY EMPLOYER

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69-52-34 H.I
5/28/80

RESOLUTION ADOPTED BY THE
BOARD OF PUBLIC WORKS OF
THE CITY OF FORT WAYNE, INDIANA
ON MAY 28, 1980

The Chairman then stated that Indiana Franklin Realty, Inc. had requested that the City grant, to it, an additional assignable Perpetual Easement in parts of Washington Boulevard so that it can construct part of the footings of One Summit Square in additional parts of that public right-of-way. He then presented to the Board a form of Perpetual Easement drafted for that purpose and reported that Richard I. Snouffer, Associate City Attorney, had reviewed the form and had approved it as to form and legality. He also reported that Thomas Manny, the City Traffic Engineer, had reviewed the legal description which is Exhibit "A" to Perpetual Easement and had no objections thereto. After discussion, and upon motion duly made by the Chairman, seconded and unanimously carried, the following resolution was adopted:

> RESOLVED, That the City of Fort Wayne, Indiana grant to Indiana Franklin Realty, Inc., an additional perpetual easement in the part of Washington Boulevard described in Exhibit "A" to the form of Perpetual Easement which was presented to, and is now approved by this Board and that all members of this Board of Public Works be, and they hereby are, authorized and directed to execute, acknowledge and deliver the said Perpetual Easement.

The Chairman then stated that, consistent with its financing arrangements, it would be necessary for Indiana Franklin Realty Inc. to assign the perpetual easement to One Summit Associates and that the financing institution had required that the City of Fort Wayne specifically acknowledge and consent to the assignment. He then presented to the Board a form of Acknowledgement of Assignment which had been prepared for that purpose and reported that Richard I. Snouffer, Associate City Attorney, had reviewed and approved that form as to form and legality. After discussion and upon motion duly made by the Chairman, seconded and unanimously carried, the following resolution was adopted:

RESOLVED, that the City of Fort Wayne, acknowledge and consent to the assignment by Indiana Franklin Realty Inc. to One Summit Associates of the perpetual easement in part of Washington Boulevard which was granted by the City on this date and that all members of this Board of Public Works be, and they hereby are, authorized and directed to execute, acknowledge and deliver the form of acknowledgement of assignment which was presented to, and is now approved by this Board.

Approved this 28 day of May, 1980.

Mark L. Akers

Roberta Anderson Staten

Herbert R. Gamache
BOARD OF PUBLIC WORKS

Attest:

Sandra E. Kennedy
Clerk

City Paid

69-60-7 H.I. 6/5/80

Form 1929

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5885 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curb, sidewalk, drive approaches, and wingwalks on both sides of Gay Street from Pontiac Street to Creighton Avenue, also known as HANNA-CREIGHTON PHASE IV - B NEIGHBORHOOD PACKAGE IMPROVEMENT.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning Department.

Adopted, this 5-th day of June 1980

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Mark L. Gaby

Edward Anderson Slater

Robert Bandemer

CALHOUN PRESS

Form 1929

City Paid

69-60-6 H.I 6/5/80

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5884 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curb, sidewalk, drive approaches, alley approaches and wingwalks on both sides of (1) John St. between Colerick and Pontiac St., (2) Reed St. between Colerick and Pontiac St., (3) Smith Street between Colerick and McKee St., (4) Gay Street between Colerick and McKee St., and (5) Weisser Park between Colerick and McKee St., also known as OXFORD PHASE V - B NEIGHBORHOOD IMPROVEMENT PACKAGE.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 5th day of June, 1980

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Mark E. Gabis

Robert R. Gamache

Robert Anderson Stater

CALHOUN PRESS

City Paid 69-57-25 H.I. 6/4/80

Form 1929

Improvement Resolution

~~FOR CURB AND SIDEWALK~~
ROOF REPAIR - TRAFFIC ENGR. OPERATIONS SIGNAL COMPLEX

No. 5883 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to ~~improve~~ repair roof at the Traffic Engineering Operations Signal Complex located at 1730 S. Lafayette St. by removing all present roofing from steel deck and installing new insulation and new built-up roof.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 4th day of June 1980

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

CALHOUN PRESS

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City Paid 69-56-18 H.I. 6/4/80

Form 1979

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5882 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curb, sidewalk, drive approaches and wingwalks where needed on (1) LILLIE ST., both sides between Colerick and Pontiac

(2) LEITH ST., both sides between Lafayette and Hanna

(3) BOLTZ ST., both sides between Lafayette and Hanna

(4) WINTER ST., both sides between Colerick and Pontiac

also known as OXFORD PHASE V NEIGHBORHOOD IMPROVEMENT.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid Community Development & Planning.

Adopted, this 4th day of June, 1980

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS: Robert Anderson Slater

CALHOUN PRESS

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69-51-24 H.I.
5/28/80
S-75-80

AGREEMENT FOR

SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 28 day of May, 1980, by and between JOHN DEHNER, INC., hereinafter referred to as "Developer," and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer pumping station and force main, described as follows:

> Beginning at a proposed outfall of a 21" diameter sanitary sewer, located 1,300± LF East of a centerline intersection of Winters Road and Norfolk and Western Railroad; thence Easterly 300± LF to the Southeast corner of the West half of the Southeast quadrant of Section 9, Township 29 North, Range 12 East. Said corner more particularly described as being the East property line of land owned by the developer, John Dehner, Inc.; thence due North, 5,200± LF and adjacent to the East line of the West half of the East half of Section 9, Township 29 North, Range 12; East to the South right-of-way of said Ferguson Road, 1,800 LF, terminating at an existing 12" sanitary sewer. Said pumping station and force main shall be rated at 60 GPM with 4" diameter force main in accordance with plans, specifications and profiles hereinafter submitted to the City, now on file in the office of the Chief Water Pollution Control Engineer of the City Utilities of the City and titled as HARBER DITCH INTERCONNECTION, PHASE 3 EXTENSION, which plans, specifications and profiles are by reference incorporated herein and made a part hereof, hereinafter referred to as "Sewer."

WHEREAS, the cost of construction of said Sewer is represented to be $101,162.68.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer shall cause said Sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to let within sixty (60) days after required City approval. All work and materials shall be subject to inspection by the City and the right of the City to halt construction if there shall be noncompliance therewithin. Said Sewer shall not be deemed permanently connected into the Sewer System of the City until all

fees are paid in full by the Developer and the final acceptance is issued by the City. Upon completion, said Sewer shall become the property of the City for future maintenance. The City shall accept sewage therefrom, subject to such sewage charges as may now or hereinafter be regularly established by the City.

2. COST OF CONSTRUCTION

Upon acceptance of the Sewer as described above, the City shall pay developer $61,162.68, which represents the construction cost of said Sewer less the established area connection fees due the City from the Developer. Therefore, any area connection fees due City for Baer Field Interceptor for the Developer's area, as described in Paragraph 3, titled "Area of Developer" shall be considered paid in full by the execution of this document. The Developer shall provide the cost of the engineering services; and any inspection fees due City for the construction of said Sewer.

3. AREA OF DEVELOPER

Said Sewer when accepted by the City will serve the following described real estate owned by the developer:

The west one-half of the Southeast one-quarter of Section 9, Township 29 North, Range 12 East, Allen County, Indiana and all that part of the Southwest one-quarter of said Section 9 that lies east of the Fort Wayne and Northern Interurban Company Right-of-way line and also the vacated Interurban Right-of-way more particularly described as follows, to wit:

Commencing at the Southeast corner of the Southeast one-quarter of Section 9, Township 29 North, Range 12 East, Allen County, Indiana; thence West a distance of 1329.0 feet along the South line of Section 9, Township 29 North, Range 12 East to the point of beginning, thence continuing West on the last described line a distance of 1521.1 feet to a point on the East Right-of-way line of the Norfolk and Western Railroad; thence by a deflection Right of 90^{o}-01' a distance of 2648.9 feet along the said East Right-of-way line to a point on the East-West centerline of Section 9, Township 29 North, Range 12 East; thence by a deflection right of 90^{o}-06' a distance of 1515.7 feet along the said East-West centerline of Section 9; thence by a deflection right of 89^{o}-47' a distance of 2647.5 feet along the East line of the West one-half of the Southeast one-quarter of Section 9 to the point of beginning, containing 94.13 acres of land more or less and subject to roadway easement over the South line thereof.

4. LIMITATION OF FUTURE CONNECTIONS

Said Sewer when constructed will also serve a portion of the Fort Wayne Community Schools property located in the Southeast quadrant of the intersection of Pleasant Center Road and Bluffton Road (State Road #1), more particularly described as North 581' of West 758.2' of the West one-half Northwest one-quarter, Section 22, Township 29 North, Range 12 East, containing 11.18 acres. As the City is paying for oversizing of said sewer there are no Connection fees due the developer for any future connection whatsoever as it pertains to the area of developer described in paragraph #3. With the exception of the two parties i.e., Developer and Fort Wayne Community Schools land located at the Southeast quadrant of the intersection of the Pleasant Center Road and Bluffton Road (State Road #1) and individual taps that the City will allow to existing structures on land that is located West of Bluffton Road between Winters Road and Pleasant Center Road, there will be no other users allowed on this system, until the above referenced lift station is eliminated.

5. BOND

This contract is subject to Developer furnishing a satisfactory Performance and Maintenance Bond for 100% of the total cost of construction of said Sewer which shall guarantee said Sewer against defects for a period of one year from the date of the final acceptance of said Sewer by the City.

6. LIMITATION ON USE

Said Sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owners of any land serviced by said Sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated water.

7. GOVERNINC STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Section 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Burns Indiana Statutes Anno., 1968 Supple., Section 48-3963, 3964, and 3965), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

8. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said Sewer or any extension thereof, Pursuant to Burns Indiana Statutes Anno. I.C. 19-2-7-16, 17 and 18.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instruments from the Developer, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County's Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City has hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to hereby waive his, her, their, or its right to remonstrate against

or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no furhter force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first written above.

DEVELOPER:

JOHN DEHNER, INC.

BY Edward A. Dehner
Edward Dehner, Corporate Secretary

DEVELOPER:

JOHN DEHNER, INC.

By: Gerald Dehner
Gerald Dehner, President

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, this 5TH day of MAY, 1980, personally appeared Gerald Dehner, President and Edward Dehner, Corporate Secretary of John Dehner, Inc., an Indiana Corporation; and hereby acknowledge the execution of the foregoing Agreement for Sewer Extension to be the voluntary act and deed of said corporation, and of said officers, for the uses and purposes therein contained. WITNESS my hand and official seal.

Richard E. Ensley
Notary Public
Resident of ALLEN County

My Commission Expires:

SEPTEMBER 8, 1983.

CITY OF FORT WAYNE

By: _____
Win Moses, Mayor

BOARD OF PUBLIC WORKS

By: _____
Mark L. Akers, Chairman

By: _____
Roberta Anderson Staten, Member

By: _____
Herbert R. Gamache, Member

ATTEST:

_____
Clerk Sandra E. Kennedy

_____
Associate City Attorney

STATE OF INDIANA)
)
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Win Moses, Jr., Mayor, Mark L. Akers, Chairman of the Board of Public Works, Roberta Anderson Staten, Member, and Herbert R. Gamache, Member along with Sandra E. Kennedy, Clerk of said Board of Public Works, who acknowledged the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.

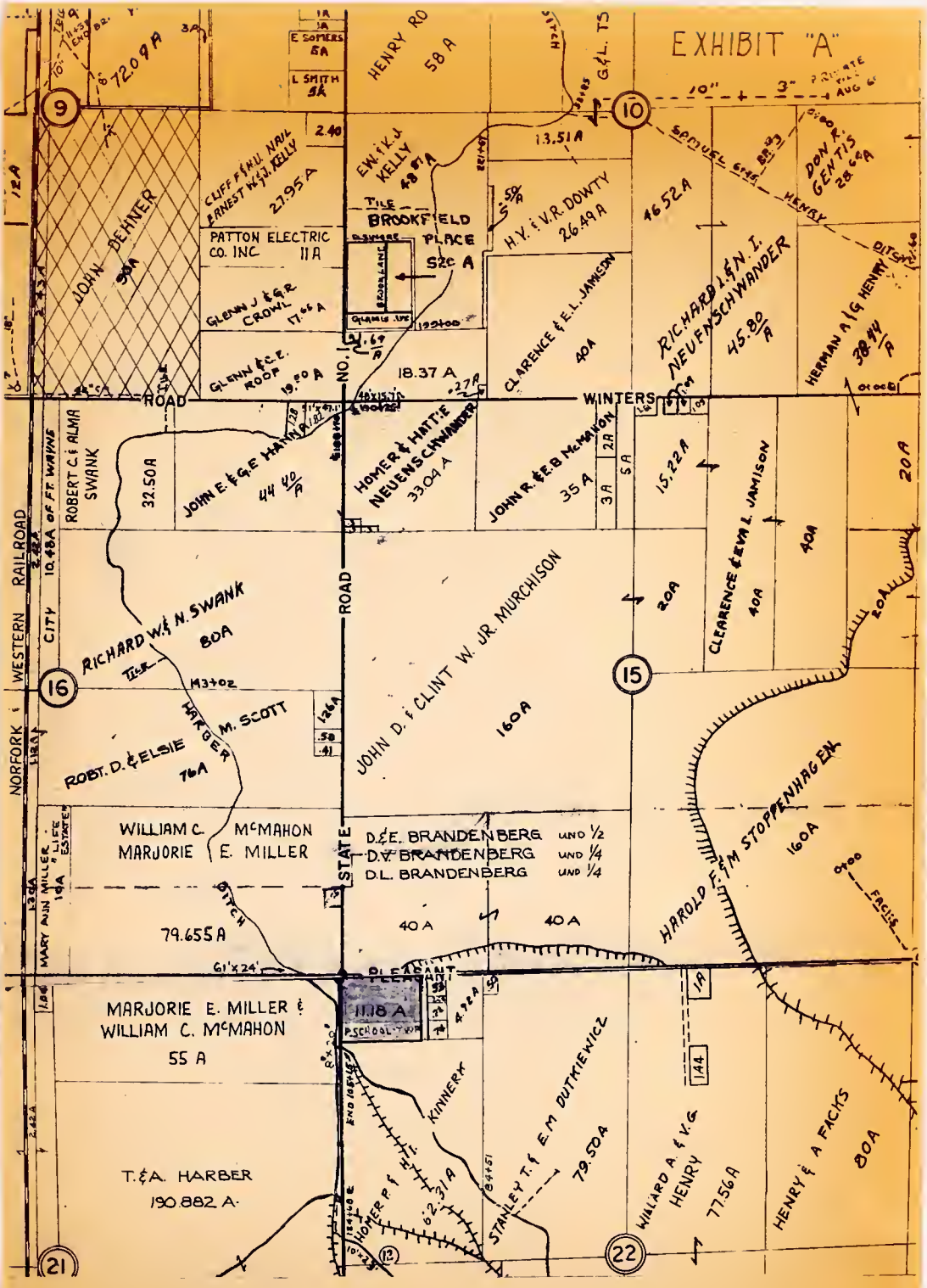
WITNESS my hand and seal this 28 day of May, 1980.

_____
Notary Public

My Commission Expires:

3-6-84

This instrument prepared by
P.R. Boller, P.E.
Chief Water Pollution Control Engineer



LOCATION: PLEASANT TOWNSHIP (T29N, R12E)

AREA OF DEVELOPER (REFERENCE PARAGRAPH 3)

FORT WAYNE COMMUNITY SCHOOLS (REFERENCE PARAGRAPH 4)

Council 6.10/80

69-50-20 H.I. 5/28/80

S-74-80
7/8/80

AGREEMENT FOR CDNSULTING ENGINEERING SERVICES

THIS AGREEMENT made as of the 28 day of May, in the year Nineteen Hundred and Eighty by and between the City of Fort Wayne, Indiana, acting by and through its Board of Public Works, hereinafter referred to as the OWNER, and Clark, Dietz Engineers Division, CRS Group Engineers, Inc., hereinafter referred to as the ENGINEER, WITNESSETH THAT:

WHEREAS, the DWNER intends to construct improvements to its wastewater collection system, as defined in both the "Proposal Details for Professional Engineering Services Step II Portion of the Lakeside Interceptor and Treatment Project", and the recommended alternate described in the "Lakeside Study Area Modified Facility Plan" attached as "Exhibit A" (which shall hereinafter be called the PRDJECT).

NDW, THEREFDRE, the DWNER and the ENGINEER in consideration of the mutual covenants hereinafter set forth agree as follows:

SECTIDN 1 - STEP 2 SERVICES DF THE ENGINEER

1.1. General.

1.1.1. The ENGINEER agrees to perform professional services in connection with the PRDJECT as hereinafter stated.

1.1.2. The ENGINEER will serve as the OWNER's professional engineering representative in those phases of the PROJECT to which the Agreement applies, and will give consultation and advice to the DWNER during the performance of his services.

1.1.3. The ENGINEER will furnish the personnel and facilities necessary to accomplish the work within the required time.

1.2. Design Phase. (Step 2)

After authorization to proceed with the design the ENGINEER will:

1.2.1. Dn the basis of the PRDJECT prepare for incorporation in the Contract Documents detailed drawings and plans, to a scale acceptable to the OWNER, to show the character and scope of the work to be performed by contractors on the PROJECT (hereinafter called the "Drawings"), and instructions to bidders, general conditions, special conditions and technical provisions (hereinafter called the "Specifications").

1.2.2. Furnish to the OWNER all engineering data and assistance required in the preparation of the required documents so that the OWNER may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the PROJECT. Services under this Section shall include preparation of Permits for construction and operation of the PROJECT and preparation of a Step 3 Grant Application.

1.2.3. Advise the OWNER of any adjustment of the cost estimate for the PROJECT caused by changes in scope, design requirements or construction costs and furnish a revised cost estimate for the PROJECT based on the completed Drawings and Specifications.

1.2.4. Prepare proposal forms and notice to bidders and Contract Documents for review by the OWNER.

1.2.5. Furnish 10 copies in addition to those required for approval by the governing authorities of the Drawings and Specifications in final form.

1.2.6. Provide the OWNER with one set of original Drawings and Specifications which reflect all changes in the documents made prior to the award of the construction contracts.

1.3. Geotechnical Survey

The ENGINEER will provide core borings, probings, subsurface explorations, laboratory tests and inspection and testing of soil samples and analyses by a registered professional engineer for purposes of both the structural foundation and the interceptor design and cost estimating. The subcontract for the Geotechnical Survey shall contain all applicable provisions of Appendix C-1 of this Agreement.

1.4. Field Surveys

The ENGINEER will use existing aerial and other available survey information to the maximum extent possible. If required, the ENGINEER will perform additional field survey work as necessary to supplement this existing information.

1.5. Audio-Video Coverage

The ENGINEER will provide a color audio-video tape recording of surface features of the construction area, as determined by the final design, for the purpose of preconstruction documentation of existing conditions. The subcontract for the Audio-Video services shall contain all applicable provisions of Appendix C-1 of this Agreement.

1.6. Value Engineering

The ENGINEER will provide informal, ongoing value engineering at a level of effort that will assure that any potential benefits to be obtained from value engineering will be realized. This effort specifically does not include the level of rigor and documentation generally required by U.S. Environmental Protection Agency Regulations since these Regulations are not believed to apply to this project. In the event it is determined the U.S. Environmental Protection Agency Regulations must be complied with the additional effort required to provide formal documentation would be performed under the provisions of Section 2 - Supplemental Services of the Engineers.

1.7 Minority Business Enterprise

The ENGINEER will secure the services of a qualified Minority Business Enterprise which will either meet or exceed the current percentage goals of U.S.E.P.A. Region V for the services covered under this Agreement. The subcontract for these services will contain all applicable provisions of Appendix C-1 of this Agreement.

SECTION 2 - SUPPLEMENTARY SERVICES OF THE ENGINEER

2.1. General.

If authorized in writing by the OWNER, the ENGINEER will furnish or obtain under subcontract additional supplementary services of the following types which will be paid for by the OWNER as described in Section 4.

2.1.1. Additional services due to significant changes in scope of the PROJECT or its design including, but not limited to, changes in size, complexity, or character of construction or should time for completion of Step 2 be delayed beyond one calendar year from authorization to proceed.

2.1.2. Revising previously approved studies, reports, design documents, Drawings or Specifications.

2.1.3. Additional services resulting from the PROJECT involving more than three general construction contracts, or separate construction contracts for different building trades, or separate equipment contracts.

2.1.4. Preparing detailed renderings, exhibits or scale models for the PROJECT.

2.1.5. Furnishing additional copies of reports and additional prints of Drawings and Specifications beyond 10 copies of all applicable documents.

2.1.6. Additional services in connection with the PROJECT including services normally furnished by the OWNER as described in Section 3 herein and services not otherwise provided for in this Agreement.

2.1.7. Preparing to serve and serving as an expert witness for the OWNER in any litigation or other proceeding involving the PROJECT.

2.1.8. Provide formal value engineering services conducted in conformance with U.S. Environmental Protection Agency guidelines in effect at the time of the start of work including formal, written reports documenting the value engineering effort.

2.1.9. Any design work, other than the required piping for the operation of the new treatment facilities, associated with additional pumping, wetwell capacities, chlorination, electrical or other modifications to the existing storm treatment facilities.

2.1.10. Any design work associated with either the structural or electrical modifications to meet the OSHA requirements for the existing pump stations.

2.1.11. Any Step 2 design involving railroad relocation other than services necessary to obtain required permits and licenses.

SECTION 3 - THE OWNER'S RESPONSIBILITIES

The OWNER will:

3.1. Provide full information as to his requirements for the PROJECT.

3.2. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the PROJECT including previous reports and any other data relative to design and construction of the PROJECT.

3.3. Guarantee access to and make all provisions for the ENGINEER to enter upon public lands and make every reasonable effort to obtain access to private lands as required for the ENGINEER to perform his work under this Agreement.

3.4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and shall render decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.

3.5. Oesignate in writing a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.

3.6. Furnish, or direct the ENGINEER in writing to provide at the OWNER's expense, necessary additional services as stipulated in Section 2 of this Agreement, or other services as required.

SECTION 4 - PAYMENTS TO THE ENGINEER

4.1. Payments for Services and Expenses of the ENGINEER as described in Section 1 of the above described Agreement for Consulting Engineering Services.

4.1.1. The OWNER will pay the ENGINEER for basic services performed under Section 1, Paragraphs 1.1, 1.2, 1.4 and 1.6 at a rate equal to the ENGINEER's direct salary cost plus the following:

4.1.2. Fringe benefits at 37.0% of direct salary cost. These fringe benefits are defined as those costs associated with Social Security, Workmen's Compensation, unemployment taxes, insurance, pensions and similar items.

4.1.3. Overhead and Indirect Costs at 110.0% of direct salary cost. These costs are defined as general and administrative costs and other direct costs of operation of the firm.

4.1.4. Oirect expenses will be billed at actual cost to the OWNER. These expenses include travel, out-of-pocket expenses, printing, postage, telephone and other similar items.

4.1.5. These estimated fees for the above described services are contained in the EPA Form 5700-41 attached to and made a part of this agreement.

4.1.6. The maximum total cost reimbursement for the services described in Section 1, Paragraphs 1.1, 1.2, 1.4, and 1.6 and direct expenses shall be Three Hundred Forty-Three Thousand Four Hundred Thirty-Four Oollars ($343,434) unless revised by subsequent amendment.

4.1.7. In addition to the Cost Reimbursement as previously described in Paragraph 4.1.6, the ENGINEER will receive a Fixed Professional Fee of Fifty Five Thousand Four Hundred Sixteen Dollars ($55,416). In the event of termination of the ENGINEER's services, in accordance with Appendix C-1, the ENGINEER will receive a percentage of the Fixed Professional Fee in proportion to the accrued Cost Reimbursement as described in Paragraphs 4.1.2, 4.1.3 and 4.1.4 divided by the maximum total cost reimbursement as described in Paragraph 4.1.6.

4.1.8. The fringe benefit rate and the overhead and indirect cost rate set forth in Paragraphs 4.1.2 and 4.1.3 are interim provisional billing rates for purposes of presentation of periodic detailed statements. The final allowable fringe benefit rate and overhead and indirect cost rate will be determined in accordance with 41 CFR 1-15.4, Contract Cost Principles and Procedures. The final allowable cost, as determined in accordance with these cost principles and procedures, for services described in Paragraphs 1.1, 1.2, 1.4 and 1.6 of this Agreement, together with the Fixed Professional Fee of Fifty-Five Thousand Four Hundred Sixteen Dollars ($55,416) shall not exceed Three Hundred Ninety-Eight Thousand Eight Hundred Fifty Dollars ($398,850) unless increases are approved by the OWNER.

4.1.9. If, during the period of performance, the ENGINEER's estimated allowable fringe benefit and/or overhead and indirect cost rates increase or decrease from the interim billing rates set forth in this Agreement to the extent that cumulative billed costs no longer represent substantially the cost incurred by the ENGINEER, the ENGINEER and OWNER agree to establish revised interim billing rates equitable to both parties and being subject to the approval of the U.S.E.P.A. The revised interim billing rates shall be retroactive to the start of the project and shall be used for the presentation of future periodic statements until such time as final allowable rates are determined through audit.

4.1.10. The OWNER shall pay the ENGINEER the actual cost of the Geotechnical Survey as described in Section 1, Paragraph 1.3 Audio-Video coverage as described in Section 1, Paragraph 1.5, and Section 1, Paragraph 1.7 Minority Business Enterprise without increase. The total cost for these services shall not exceed Eighty-Eight Thousand Four Hundred Oollars ($88,400).

4.1.11. The OWNER shall pay the ENGINEER for additional services performed under Section 2 on the basis of level of effort and fixed fee negotiated for each service or subcontract as authorized in writing.

4.1.12. The ENGINEER shall prepare statements for approval and payment by the OWNER for services described in Section 1 monthly during the progress of the work. Payment shall be due upon receipt of the statement by the OWNER.

4.2 Retainage.

The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by this Agreement. The OWNER at any time, however, after fifty (50) percent of the work has been completed, if he finds satisfactory progress is being made, shall reduce retainage to five (5%) percent of the Contract Price (zero retainage on the last 50% of the Work). When the work is substantially complete the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. When either a Step 3 Grant award is received by the OWNER or after a period of one (1) year from the date of this Agreement whichever is earlier, payment shall be made in full.

4.3. General.

4.3.1. All moneys not paid the ENGINEER within 60 days of when due hereunder shall bear interest at 12% per annum.

4.3.2. The ENGINEER will commence work on the PROJECT within three (3) calendar days of receipt of notice to proceed from the OWNER.

4.4. Completion.

The ENGINEER will submit Contract Documents to the OWNER for review within 120 calendar days from authorization to proceed unless the ENGINEER is delayed by causes beyond his control.

SECTION 5 - GENERAL CONDITIONS

5.1. Estimates.

Since the ENGINEER has no control over the cost of labor, materials or equipment, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the estimates of construction cost provided herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that the bids for the construction cost of the project will not vary from cost estimates prepared by him. However, the ENGINEER will provide for the OWNER to the E.P.A. detailed justification for any bids which exceed 10% of his estimate.

5.2. Insurance.

The ENGINEER shall secure and maintain such insurance as will protect him from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement.

5.2.1. It is expressly understood that the ENGINEER shall indemnify and save harmless the OWNER from all claims, actions and damages arising out of or resulting from the services of the ENGINEER under this Agreement. The ENGINEER shall be responsible for all damages to life and property due to the activity of the ENGINEER, its subcontractors, agents, or employees, in connection with its services and the ENGINEER shall be responsible for all parts of the work, both temporary and permanent until its services performed under this Agreement are declared completed and approved by the OWNER.

5.3. Successors and Assigns.

The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the OWNER nor the ENGINEER shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

SECTION 6 - SPECIAL PROVISIONS

Services provided under this Agreement will be funded in part through a federal construction grant administrered by the U.S. Environmental Protection Agency. Thus, Appendix C-1 - REQUIREO PROVISIONS - CONSULTING ENGINEERING AGREEMENTS, as contained in 40 CFR Part 35 Subpart E and published in the "Federal Register" on Oecember 29, 1976, is hereby incorporated by reference, in total, into this Section of the Agreement.

SECTION 7 - GOVERNING LAWS

This Agreement shall be governed by the laws of the State of Indiana.

SECTION 8 - OWNERSHIP OF OOCUMENTS

Ownership of documents shall be in conformance with applicable provisions of Appendix C-1 as adopted herein by reference.

SECTION 9 - TERMINATION

Termination of this Agreement shall be in conformance with applicable provisions of Appendix C-1 as adopted herein by reference.

IN WITNESS WHEREOF, the parties hereto do execute this AGREEMENT this 28 day of May, 1980.

OWNER:

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Mark L. Akers, Chairman

Herbert R. Gamache, Member

Roberta Anderson Staten, Member

ENGINEER:

CRS GROUP ENGINEERS, INC.
CLARK, DIETZ ENGINEERS, DIVISION

Vice President

ATTEST:

Assistant Secretary

Approved as to Form & Legality

Associate City Attorney

ATTEST:

Sandra Kennedy, Clerk,
Board of Public Works

EXHIBIT "A"

SCOPE OF PROJECT

The recommended alternate in the "Lakeside Study Area Modified Facility Plan" is Plan "F". The sope of work for this Step 2 agreement is therefore based on this alternate.

Plan "F" consists of the following major components:

1. 5600 LF 84 in. diameter sewer at 0.28% from Third Street to the St. Joseph River.

2. 2700 LF 102 inc. diameter sewer at 0.11% from the St. Joseph River to Tecumseh Street.

3. 4450 LF 108 in. diameter sewer at 0.09% from Tecumseh Street to the CSO treatment center.

4. 35 60 foot wide screening modules for preliminary treatment of a peak flow rate of 260 MGD.

5. An 8000 square foot building to house the screening equipment and appurtenances.

6. 800 LF of 27 in. diameter sewer to convey dry weather flows to the WPC treatment plant.

7. 1800 LF of 12 in. diameter sewer from the Fairmount Lift Station to the Lakeside Interceptor.

8. 1700 LF of 30 in. diameter sewer from the Griswold Orive Lift Station to the Lakeside Interceptor.

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS
(See accompanying instructions before completing this form)

Form Approved OMB No. 158-R0144

PART I - GENERAL

1. GRANTEE: City of Fort Wayne, Indiana	2. GRANT NUMBER: C180599 06
3. NAME OF CONTRACTOR OR SUBCONTRACTOR: Clark Dietz Engineers Division, CRS Group Engineers, Inc.	4. DATE OF PROPOSAL: 10 April 1980
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR *(Include ZIP code)*: 211 North Race Street Urbana, Illinois 61801	6. TYPE OF SERVICE TO BE FURNISHED: Step II Portion of the Lakeside Interceptor and Treatment Project

PART II - COST SUMMARY

7. DIRECT LABOR *(Specify labor categories)*	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
See Attachment B		$	$	
DIRECT LABOR TOTAL:				$ 131,974.00

8. INDIRECT COSTS *(Specify indirect cost pools)*	RATE	× BASE =	ESTIMATED COST	
See Attachment A		$	$	
Fringe Benefits	37%	131,974.00	48,830.38	
General and Administrative Overhead	110%	131,974.00	145,171.40	
INDIRECT COSTS TOTAL:				$ 194,002.00

9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION 31 Trips @ $120 per trip			$ 3,720.00	
(2) PER DIEM 125 Days @ $45 per day			$ 5,616.00	
TRAVEL SUBTOTAL:			$ 9,336.00	
b. EQUIPMENT, MATERIALS, SUPPLIES *(Specify categories)*	QTY	COST	ESTIMATED COST	
Misc. Survey Equipment		$ 250.00	$ 250.00	
EQUIPMENT SUBTOTAL:			250.00	
c. SUBCONTRACTS			ESTIMATED COST	
Soils			$ 35,000.00	
Minority Business Enterprise			50,000.00	
Audio-Video Taping			3,400.00	
SUBCONTRACTS SUBTOTAL:			$ 88,400.00	
d. OTHER *(Specify categories)*			ESTIMATED COST	
Postage, Telephone, UPS, Printing, Xerox, etc.			$ 7,872.00	
See Attachment C				
OTHER SUBTOTAL:			$ 7,872.00	
e. OTHER DIRECT COSTS TOTAL:				$ 105,858.00
10. TOTAL ESTIMATED COST				$ 431,834.00
11. ~~PROFIT~~ Fixed Professional Fee				$ 55,416.00
12. TOTAL PRICE				$ 487,250.00

EPA Form 5700-41 (2-76)

Form Approved
OMB No. 158-R0144

PART III - PRICE SUMMARY

13. COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES (Indicate basis for price comparison)	MARKET PRICE(S)	PROPOSED PRICE
		$

PART IV - CERTIFICATIONS

14. CONTRACTOR

14a. HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER FEDERAL GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

☒ YES ☐ NO *(If "Yes" give name address and telephone number of reviewing office)*

Defense Contract Audit Agency
527 S. LaSalle Street, Suite 333
Chicago, Illinois 60605
Attn: Mr. Norbert Kubczak (312) 353-5181

14b. THIS SUMMARY CONFORMS WITH THE FOLLOWING COST PRINCIPLES

41 CFR 1-15.2; 41 CFR 1-15.4

14c.

This proposal is submitted for use in connection with and in response to (1) Request for Proposal by the City of Fort Wayne. This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of (2) 10 April 1980 and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.

(3) 5 MAY 1980
DATE OF EXECUTION

Eugene A. Stumm
SIGNATURE OF PROPOSER

VICE PRESIDENT
TITLE OF PROPOSER

14. GRANTEE REVIEWER

I certify that I have reviewed the cost/price summary set forth herein and the proposed cost/price appear acceptable for subagreement award.

5/13/80
DATE OF EXECUTION

SIGNATURE OF REVIEWER

CHAIRMAN of the Board of Works
TITLE OF REVIEWER

16. EPA REVIEWER *(If applicable)*

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

EPA Form 5700-41 (2-76)

ATTACHMENT A

OVERHEAD RATES

FRINGE BENEFITS	% OF DIRECT PROJECT SALARY COST
Holiday Pay	5.8
Vacation Pay	7.7
Sick Pay	2.4
Payroll Taxes	9.5
Employees Insurance	5.8
Pension Plan	5.3
Severance, Jury Duty, etc.	0.5
Total Fringe Benefit Rate	37.0

GENERAL & ADMINISTRATIVE OVERHEAD	
Overhead Labor	37.0
Deferred Compensation	3.5
Occupancy	13.7
Travel & Auto Expense	9.7
General Insurance	6.8
Office Supplies & Printing	3.5
Communications	6.9
Corporate Management Fees	13.2
Professional & Outside Services	2.2
Taxes (Exclude FIT)	2.2
Equip. Rentals & EDP	4.4
Depreciation	1.9
Comp. Fees, Dues, Pubs.	2.0
Legal & Audit Fees	3.0
Total G & A Overhead Rate	110.0
COMPOSITE OVERHEAD RATE	147.0

ATTACHMENT B

MANOAY ESTIMATE

	Mandays		Manhours per Oay		Hourly Salary		Total Salary
Principal	57	x	8	x	24.04	=	$ 10,962.24
Project Oirector	89	x	8	x	19.23	=	13,691.76
Project Manager	159	x	8	x	15.87	=	20,186.64
Project Engineer	181	x	8	x	12.51	=	18,114.48
Engineer	245	x	8	x	10.85	=	21,266.00
Senior Tech.	96	x	8	x	9.50	=	7,296.00
Technician	63	x	8	x	8.50	=	4,284.00
Senior Oraftsman	145	x	8	x	9.50	=	11,020.00
Oraftsman	236	x	8	x	7.00	=	13,216.00
Spec Writer	55	x	8	x	12.51	=	5,504.40
Typist	30	x	8	x	6.50	=	1,560.00
Survey	87	x	8	x	7.00	=	4,872.00
	1443				11.43		$131,973.52

ATTACHMENT C

OTHER EXPENSE BREAKDOWN

Item	Percent of Direct Salary
Telephone, Postage, UPS	1.49%
Xerox, Printing	2.48
General Office Expense	1.99
Total Other Expense	5.96%

APPENDIX C-1—REQUIRED PROVISIONS—CONSULTING ENGINEERING AGREEMENTS

1. General
2. Responsibility of the Engineer
3. Scope of Work
4. Changes
5. Termination
6. Remedies
7. Payment
8. Project Design
9. Audit; Access to Records
10. Price Reduction for Defective Cost or Pricing Data
11. Subcontracts
12. Labor Standards
13. Equal Employment Opportunity
14. Utilization of Small or Minority Business
15. Covenant Against Contingent Fees
16. Gratuities
17. Patents
18. Copyrights and Rights in Data

1. GENERAL

(a) The owner and the engineer agree that the following provisions apply to the EPA grant-eligible work to be performed under this agreement and that such provisions supersede any conflicting provisions of this agreement.

(b) The work under this agreement is funded in part by a grant from the U.S. Environmental Protection Agency. Neither the United States nor the U.S. Environmental Protection Agency (hereinafter, "EPA") is a party to this agreement. This agreement which covers grant-eligible work is subject to regulations contained in 40 CFR 35.936, 35.937, and 35.939 in effect on the date of execution of this agreement. As used in these clauses, the words "the date of execution of this agreement" mean the date of execution of this agreement and any subsequent modification of the terms, compensation or scope of services pertinent to unperformed work.

(c) The owner's rights and remedies provided in these clauses are in addition to any other rights and remedies provided by law or this agreement.

2. RESPONSIBILITY OF THE ENGINEER

(a) The engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the engineer under this agreement. The engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other services.

(b) The engineer shall perform such professional services as may be necessary to accomplish the work required to be performed under this agreement, in accordanee with this agreement and applicable EPA requirements in effect on the date of execution of this agreement.

(c) The owner's or EPA's approval of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the engineer of responsibility for the technical adequacy of his work. Neither the owner's nor EPA's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this agreement or of any cause of action arising out of the performance of this agreement.

(d) The engineer shall be and shall remain liable, in accordance with applicable law, for all damages to the owner or EPA caused by the engineer's negligent performance of any of the services furnished under this agreement, except for errors, omissions or other deficiencies to the extent attributable to the owner, owner-furnished data or any third party. The engineer shall not be responsible for any time delays in the project caused by circumstances beyond the engineeer's control. Where innovative processes or techniques (see 40 CFR 35.908) are recommended by the engineer and are used, the engineer shall be liable only for gross negligence to the extent of such use.

3. SCOPE OF WORK

The services to be performed by the engineer shall include all services required to complete the task or Step in accordance with applicable EPA regulations (40 CFR Part 35, Subpart E in effect on the date of execution of this agreement) to the extent of the scope of work as defined and set out in the engineering services agreement to which these provisions are attached.

4. CHANGES

(a) The owner may, at any time, by written order, make changes within the general scope of this agreement in the services or work to be performed. If such changes cause an increase or decrease in the engineer's cost of, or time required for, performance of any services under this agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. The engineer must assert any claim for adjustment under this clause in writing within 30 days from the date of receipt by the engineer of the notification of change, unless the owner grants a further period of time before the date of final payment under this agreement.

(b) No services for which an additional compensation will be charged by the engineer shall be furnished without the written authorization of the owner.

(c) In the event that there is a modification of EPA requirements relating to the services to be performed under this agreement after the date of execution of this agreement, the increased or decreased cost of performance of the services provided for in this agreement shall be reflected in an appropriate modification of this agreement.

5. TERMINATION

(a) Either party may terminate this agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

(b) The owner may terminate this agreement, in whole or in part, in writing, for its convenience. If the termination is for good cause (such as for legal or financial reasons, major changes in the work or program requirements, initiation of a new step) and the engineer is given (1) not less than ten (10) calendar days written notice (delivered by

certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party before termination.

(c) If the owner terminates for default, an equitable adjustment in the price provided for in this agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the engineer at the time of termination may be adjusted to the extent of any additional costs the owner incurs because of the engineer's default. If the engineer terminates for default or if the owner terminates for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the engineer for services rendered and expenses incurred before the termination, in addition to termination settlement costs the engineer reasonably incurs relating to commitments which had become firm before the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as the engineer may have accumulated in performing this agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the owner may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any work the owner takes over for completion will be completed at the owner's risk, and the owner will hold harmless the engineer from all claims and damages arising out of improper use of the engineer's work.

(f) If, after termination for failure of the engineer to fulfill contractual obligations, it is determined that the engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the owner. In such event, adjustment of the price provided for in this agreement shall be made as paragraph (c) of this clause provides.

6. REMEDIES

Except as this agreement otherwise provides, all claims, counter-claims, disputes, and other matters in question between the owner and the engineer arising out of or relating to this agreement or the breach of it will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the owner is located.

7. PAYMENT

(a) Payment shall be made in accordance with the payment schedule incorporated in this agreement as soon as practicable upon submission of statements requesting payment by the engineer to the owner. If no such payment schedule is incorporated in this agreement, the payment provisions of paragraph (b) of this clause shall apply.

(b) The engineer may request monthly progress payments and the owner shall make them as soon as practicable upon submission of statements requesting payment by the engineer to the owner. When such progress payments are made, the owner may withhold up to ten (10) percent of the vouchered amount until satisfactory completion by the engineer of work and services within a step called for under this agreement. When the owner determines that the work under this agreement or any specified task hereunder is substantially complete and that the amount of retained percentages is in excess of the amount considered by him to be adequate for his protection, he shall release to the engineer such excess amount.

(c) No payment request made under paragraph (a) or (b) of this clause shall exceed the estimated amount and value of the work and services performed by the engineer under this agreement. The engineer shall prepare the estimates of work performed and shall supplement them with such supporting data as the owner may require.

(d) Upon satisfactory completion of the work performed under this agreement, as a condition precedent to final payment under this agreement or to settlement upon termination of the agreement, the engineer shall execute and deliver to the owner a release of all claims against the owner arising under or by virtue of this agreement, other than such claims, if any, as may be specifically exempted by the engineer from the operation of the release in stated amounts to be set forth therein.

8. PROJECT DESIGN

(a) In the performance of this agreement, the engineer shall, to the extent practicable, provide for maximum use of structures, machines, products, materials, construction methods, and equipment which are readily available through competitive procurement, or through standard or proven production techniques, methods, and processes, consistent with 40 CFR 35.936-3 and 35.936-13 in effect on the date of execution of this agreement, except to the extent to which innovative technology may be used under 40 CFR 35.908 in effect on the date of execution of this agreement.

(b) The engineer shall not, in the performance of the work under this agreement, produce a design or specification which would require the use of structures, machines, products, materials, construction methods, equipment, or processes which the engineer knows to be available only from a sole source, unless the engineer has adequately justified the use of a sole source in writing.

(c) The engineer shall not, in the performance of the work under this agreement, produce a design or specification which would be restrictive in violation of sec. 204(a)(6) of the Clean Water Act. This statute requires that no specification for bids or statement of work shall be written in such a manner as to contain proprietary, exclusionary, or discriminatory requirements other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing, or to provide for necessary interchangeability of parts and equipment, or at least two brand names or trade names of comparable quality or utility are listed and are followed by the words "or equal." With regard to materials, if a single material is specified, the engineer must be prepared to substantiate the basis for the selection of the material.

(d) The engineer shall report to the owner any sole-source or restrictive design or specification giving the reason or reasons why it is necessary to restrict the design or specification.

(e) The engineer shall not knowingly specify or approve the performance of work at a facility which is in violation of clean air or water standards and which is listed by the Director of the EPA Office of Federal Activities under 40 CFR Part 15.

9. AUDIT; ACCESS TO RECORDS

(a) The engineer shall maintain books, records, documents, and other evidence directly pertinent to performance on EPA grant work under this agreement in accordance with generally accepted accounting principles and practices consistently applied, and 40 CFR 30.605, 30.805; and 35.935-7 in effect on the date of execution of this agreement. The engineer shall also maintain the financial information and data used by the engineer in the preparation or support of the cost submission required under 40 CFR 35.937-6(b) in effect on the date of execution of this agreement and a copy of the cost summary submitted to the owner. The U.S. Environmental Protection Agency, the Comptroller General of the United States, the U.S. Department of Labor, owner, and [the State water pollution control agency] or any of their duly authorized representatives shall have access to such books, records, documents, and other evidence for inspection, audit, and copying. The engineer will provide proper facilities for such access and inspection.

(b) The engineer agrees to include paragraphs (a) through (e) of this clause in all his contracts and all tier subcontracts directly related to project performance that are in excess of $10,000.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

(d) The engineer agrees to the disclosure of all information and reports resulting from access to records under paragraphs (a) and (b) of this clause, to any of the agencies referred to in paragraph (a), provided that the engineer is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the engineer.

(e) The engineer shall maintain and make available records under paragraphs (a) and (b) of this clause during performance on EPA grant work under this agreement and until 3 years from the date of final EPA grant payment for the project. In addition, those records which relate to any "Dispute" appeal under an EPA grant agreement, to litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until 3 years after the date of resolution of such appeal, litigation, claim, or exception.

10. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

(This clause is applicable if the amount of this agreement exceeds $100,000.)

(a) If the owner or EPA determines that any price, including profit, negotiated in connection with this agreement or any cost reimbursable under this agreement was increased by any significant sums because the engineer or any subcontractor furnished incomplete or inaccurate cost or pricing data

or data not current as certified in his certification of current cost or pricing data (EPA form 5700-41), then such price, cost, or profit shall be reduced accordingly and the agreement shall be modified in writing to reflect such reduction.

(b) Failure to agree on a reduction shall be subject to the remedies clause of this agreement.

(Note.—Since the agreement is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, the engineer may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the engineer. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower tier subcontractors.)

11. SUBCONTRACTS

(a) Any subcontractors and outside associates or consultants required by the engineer in connection with services under this agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as the owner specifically authorizes during the performance of this agreement. The owner must give prior approval for any substitutions in or additions to such subcontractors, associates, or consultants.

(b) The engineer may not subcontract services in excess of thirty (30) percent (or ——— percent, if the owner and the engineer hereby agree) of the contract price to subcontractors or consultants without the owner's prior written approval.

12. LABOR STANDARDS

To the extent that this agreement involves "construction" (as defined by the Secretary of Labor), the engineer agrees that such construction work shall be subject to the following labor standards provisions, to the extent applicable:

(a) Davis-Bacon Act (40 U.S.C. 276a—276a-7);

(b) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333);

(c) Copeland Anti-Kickback Act (18 U.S.C. 874); and

(d) Executive Order 11246 (Equal Employment Opportunity);

and implementing rules, regulations, and relevant orders of the Secretary of Labor or EPA. The engineer further agrees that this agreement shall include and be subject to the "Labor Standards Provisions for Federally Assisted Construction Contracts" (EPA form 5720-4) in effect at the time of execution of this agreement.

13. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with EPA policy as expressed in 40 CFR 30.420-5, the engineer agrees that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

14. UTILIZATION OF SMALL AND MINORITY BUSINESS

In accordance with EPA policy as expressed in 40 CFR 35.936-7, the engineer agrees that qualified small business and minority business enterprises shall have the maximum practicable opportunity to participate in the performance of EPA grant-assisted contracts and subcontracts.

15. COVENANT AGAINST CONTINGENT FEES

The engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty the owner shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

16. GRATUITIES

(a) If it is found, after notice and hearing, by the owner that the engineer, or any of the engineer's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the owner, of the State, or of EPA in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this agreement, the owner may, by written notice to the engineer, terminate the right of the engineer to proceed under this agreement. The owner may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts upon which the owner bases such findings shall be in issue and may be reviewed in proceedings under the remedies clause of this agreement.

(b) In the event this agreement is terminated as provided in paragraph (a) hereof, the owner shall be entitled: (1) To pursue the same remedies against the engineer as it could pursue in the event of a breach of the contract by the engineer, and (2) as a penalty, in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the owner) which shall be not less than 3 nor more than 10 times the costs the engineer incurs in providing any such gratuities to any such officer or employee.

17. PATENTS

If this agreement involves research, developmental, experimental, or demonstration work and any discovery or invention arises or is developed in the course of or under this agreement, such invention or discovery shall be subject to the reporting and rights provisions of subpart D of 40 CFR part 30, in effect on the date of execution of this agreement, including appendix B of part 30. In such case, the engineer shall report the discovery or invention to EPA directly or through the owner, and shall otherwise comply with the owner's responsibilities in accordance with subpart D of 40 CFR part 30. The engineer agrees that the disposition of rights to inventions made under this agreement shall be in accordance with the terms and conditions of appendix B. The engineer shall include appropriate patent provisions to achieve the purpose of this condition in all subcontracts involving research, developmental, experimental, or demonstration work.

18. COPYRIGHTS AND RIGHTS IN DATA

(a) The engineer agrees that any plans, drawings, designs, specifications, computer programs (which are substantially paid for with EPA grant funds), technical reports, operating manuals, and other work submitted with a step 1 facilities plan or with a step 2 or step 3 grant application or which are specified to be delivered under this agreement or which are developed or produced and paid for under this agreement (referred to in this clause as "Subject Data") are subject to the rights in the United States, as set forth in subpart D of 40 CFR part 30 and in appendix C to 40 CFR part 30, in effect on the date of execution of this agreement. These rights include the right to use, duplicate, and disclose such subject data, in whole or in part, in any manner for any purpose whatsoever, and to have others do so. For purposes of this clause, "grantee" as used in appendix C refers to the engineer. If the material is copyrightable, the engineer may copyright it, as appendix C permits, subject to the rights in the Government in appendix C, but the owner and the Federal Government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so. The engineer shall include appropriate provisions to achieve the purpose of this condition in all subcontracts expected to produce copyrightable subject data.

(b) All such subject data furnished by the engineer pursuant to this agreement are instruments of his services in respect of the project. It is understood that the engineer does not represent such subject data to be suitable for reuse on any other project or for any other purpose. If the owner reuses the subject data without the engineer's specific written verification or adaptation, such reuse will be at the risk of the owner, without liability to the engineer. Any such verification or adaptation will entitle the engineer to further compensation at rates agreed upon by the owner and the engineer.

AGREEMENT

COVERING CONSTRUCTION OF HIGHWAY-RAILWAY GRADE CROSSING
AND
INSTALLATION OF GRADE CROSSING WARNING DEVICES

69-50-19 HI.
5/28/80

Project : MG-F024(2) MG-F016(3) and MG-F016(4) Draft of February 28, 1980

THIS AGREEMENT, made and entered into by and between the CITY OF FORT WAYNE, acting by and through the BOARD OF PUBLIC WORKS, hereinafter called the "Municipality", and the NORFOLK AND WESTERN RAILWAY COMPANY, hereinafter called the "Railroad".

W I T N E S S E T H

WHEREAS, in the interest of public safety and convenience, the Municipality desires to construct grade crossing and install modern active grade crossing warning devices at the location as designated on Exhibit 1 and shown on Exhibits 2 and 3, said Exhibits being attached hereto and made a part hereof, and

WHEREAS, the Indiana State Highway Commission will supervise the construction of the project and act as liaison agent for the Municipality with the Federal Highway Administration. (Where the word "State" appears in this agreement, it will indicate that the Indiana State Highway Commission is performing an act for the Municipality as required by the Federal Highway Administration).

NOW, THEREFORE, in consideration of the premises and the mutual dependent covenants herein contained, the parties hereto agree as follows:

SECTION 1. The Railroad will construct the proposed grade crossing to conform with the elevation and width of the highway and install the grade crossing warning devices as designated on Exhibit 1 and as shown on Exhibits 2 and 3, attached hereto and made a part hereof. Design and installation of such signals shall conform with current "State of Indiana General Specifications for Installation of Active Warning Devices at Highway-Railway Grade Crossings", attached hereto and to all applicable requirements of the National Manual on Uniform Traffic Control Devices, Part VIII Traffic

Control Systems for Railroad-Highway Grade Crossings, and [illegible] amendments or supplements thereto.

SECTION 2. The Railroad, at project expense and upon request, subject to prior authorization by the State and the Federal Highway Administration, shall:

a. Prepare detailed electrical circuit diagrams for the design and installation of the grade crossing warning device;

b. Prepare and furnish to the State, in reproducible form, detailed grade crossing layout;

c. Prepare and furnish to the State, in reproducible form, an estimate of the force account cost for the installation of the project, to be attached hereto as Exhibit ".

All such plans, diagrams and estimates shall be subject to approval by the State and the Federal Highway Administration, and by the Public Service Commission of Indiana to the extent that it has jurisdiction under the laws of the State of Indiana.

SECTION 3. All materials shall be furnished by the Railroad and delivered to the crossing site at project expense. The Railroad's specifications for such materials shall be subject to approval by the State and the Federal Highway Administration. All materials to be installed shall be new, except as otherwise specifically approved by the State and Federal Highway Administration prior to installation.

SECTION 4. The construction of the grade crossing and installation of the grade crossing warning devices shall be performed by the Railroad with its own forces on a force account basis. If the Railroad elects to perform any part of the work with its own forces, it may request permission of the State to receive bids to do the work by contract. After receiving the approval, the Railroad may proceed to solicit bids and, subject to concurrence by the State, award a contract to the lowest qualified bidder. Subject to the prior approval of the Secretary of

continuing contracts under which certain work is regularly performed for the Railroad and under which the lowest available costs are developed will be held to comply with the above requirements. The provisions of Appendix "A" of the 1964 Civil Rights Act, attached hereto, shall apply to any portion of the work, including engineering services, which the Railroad may perform by the contract method. The Railroad shall keep complete records of the cost of the above work to be performed by it and shall submit to the State on request such information as it may require concerning the cost and other details of the work. The Railroad's accounts shall be kept in such manner that they may be readily audited and actual costs readily determined, and such records shall be available for audit by representatives of the State and the Federal Highway Administration for a period of three years from the date final payment has been received by the Railroad for the project. Except as otherwise provided in this agreement, the Municipality, through the Indiana State Highway Commission, shall reimburse the Railroad for the actual cost of the above work performed by it. In the event there are increases in the extent of the work or changes in methods of performing the project work, the amount of the force account estimate may be increased by mutual agreement. The eligibility for reimbursement of costs or changes to the Railroad's facilities and the facilities jointly owned or used by the Railroad and utility companies shall be determined in accordance with the provisions set forth in the Federal Highway Administration Federal-Aid Highway Program Manual, Volume 1, Chapter 4, Section 3, issued April 25, 1975, and any subsequent amendments or supplements thereto. It is agreed that progress payments be made to the Railroad for not more than ninety percent (90%) of the total amount of work done as shown on monthly statements or when the amount due the Railroad equals $1,000 or more, the remaining ten percent (10%) being reserved until final bill has been properly submitted. The Railroad shall notify the office of the Chief

Engineer of the Indiana State Highway Commission upon completion of said force account work and arrange for the final inspection thereof by representatives of the State. Any deficiencies found by such final inspection shall be corrected by the Railroad prior to submitting its final bill. Upon receipt of the final bill, the Railroad shall be reimbursed for such items of work and expense, in such amounts as are proper and eligible for payment, as determined by final audit to be made by the State within ninety (90) days. In the event that final audit discloses that the Railroad has been reimbursed more than the amount due under the terms of this agreement, the Railroad shall promptly refund the State the amount over-paid by it. Billings from the Railroads shall clearly show whether they are partial or final claims.

SECTION 5. It is understood and agreed that the project herein contemplated is to be financed with the aid of funds appropriated by the Federal Government and expended under Federal regulations; that all special provisions, plans, estimates of cost, specifications, awards of contracts, acceptance of project work and procedures in general are subject at all times to all Federal laws, rules, regulations, orders and approvals applying to said project.

SECTION 6. The Railroad shall notify the Indiana State Highway Commission not less than 48 hours prior to the time of starting the actual construction of the project.

SECTION 7. The Railroad shall be responsible for the maintenance of railway traffic during the progress of the work performed under this agreement, and shall furnish at project expense the necessary railroad personnel to safeguard its own operations as required by the regular operating rules of the Railroad. All work herein provided to be done by the Railroad shall be performed in such manner as not to interfere unnecessarily with the movement of traffic upon the highway. Any watchmen

or flagmen necessary to protect or safeguard highway traffic shall be provided by the Municipality at its own cost. Any necessary closure of the highway to traffic during the progress of the work shall be made only with the approval of the Municipality.

SECTION 8. In the event that delays or difficulties arise in securing necessary Federal approval, or in acquiring necessary right-of-way, or in settling damages or damage claims, or for other reasons, which in the opinion of the Municipality render it impracticable to utilize Federal funds from current appropriation for the construction of the project, then at any time before actual project work is started by the Railroad or its contractor pursuant to proper Federal approval or authority, the Municipality, may serve formal notice thereof upon the Railroad and said project shall thereupon be cancelled and become null and void. The Municipality, through the Indiana State Highway Commission, shall reimburse the Railroad for all costs incurred by it at the written request of the Municipality or State on account of the said project work prior to such cancellation.

SECTION 9. In accordance with Section 10 of Chapter 208 of the Acts of the 1961 General Assembly of the State of Indiana, the contractor and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

SECTION 10. In accordance with Volume 6, Chapter 6, Section 2, Paragraph 6 of Federal Highway Administration Federal-Aid Highway Program Manual, issued April 25, 1975, the construction of the grade crossing and the installation of grade crossing warning devices are found to be of no

ascertainable net benefit to the Railroad and the Railroad shall not be assigned liability in the project costs.

SECTION 11. Upon completion of the project, the Railroad shall at its own cost and expense maintain the grade crossing and operate and maintain the grade crossing warning devices in proper working condition including the renewals as may be necessary, except as may otherwise be provided by law from time to time.

SECTION 12. If, at any future time, the parties hereto agree that the need for the grade crossing warning devices herein contemplated has ceased to exist at the herein designated location , the Railroad may with the approval of the Board of Public Works of said Municipality , remove said devices to any other crossing on its lines in the City of Fort Wayne . The proposed devices shall become the property of the Railroad, except in the case of termination of the Railroad as an existing carrier by rail in Indiana, in which case title to the devices shall revert to the Municipality.

SECTION 13. The Municipality will place and maintain railroad advance warning signs and pavement markings applicable to flashing light projects in accordance with the "Indiana Manual on Uniform Traffic Control Devices for Streets and Highways" as adopted by the State of Indiana and in conformance with the "National Manual on Uniform Traffic Control Devices".

THIS AGREEMENT shall be binding upon the parties hereto, their successors or assigns, and shall not be effective unless and until approved by the Division Administrator of the Federal Highway Administration.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officers thereunto duly authorized.

ATTEST:

Joseph Pakush
Assistant Secretary
JOSEPH PAKUSH

NORFOLK AND WESTERN RAILWAY COMPANY

BY _____
SENIOR VICE PRESIDENT – OPERATIONS

*ATTEST:

Sandra E Kennedy

*Board of Public Works
*CITY OF FORT WAYNE

BY _____

Member

APPROVED AS TO LEGALITY AND FORM

_____
*Chief Counsel

Member

RECOMMENDED FOR APPROVAL

_____
Chief, Division of State Aid

_____
Chief Engineer
Indiana State Highway Commission

APPROVED 6-10-80
Date

FEDERAL HIGHWAY ADMINISTRATION

Examined and approved AUG 12 1980
Date

_____
for: Division Administrator

This instrument prepared by

Cindy Eubank
Cindy Eubank
Indiana State Highway Commission

ACKNOWLEDGMENT

STATE OF VIRGINIA)
CITY
~~COUNTY~~ OF ROANOKE) SS:

On this 24TH day of APRIL, 19 80, there appeared before me, a Notary Public in and for said ~~County~~ CITY, R F. DUNLAP and JOSEPH PAKUSH who being by me severally duly sworn did say that they are SENIOR VICE PRESIDENT OPERATIONS and ASSISTANT SECRETARY, respectively, of the NORFOLK AND WESTERN RAILWAY COMPANY, a corporation of STATE OF VIRGINIA and that said agreement was signed and sealed in behalf of said corporation and that said R.F. DUNLAP and JOSEPH PAKUSH acknowledged the same to be the free act and deed of the said NORFOLK AND WESTERN RAILWAY COMPANY.

Witness my hand and seal this 24TH day of APRIL, 19 80.

J Henderson
Notary Public

MY COMMISSION EXPIRES
SEPTEMBER 12, 1980

My Commission Expires _____.

Stete Form 34694

ACKNOWLEDGMENT

STATE OF INDIANA)
COUNTY OF Allen) SS:

On this 28 day of May, 1980, there appeared before me, a Notary Public in and for said County, Mark L Aker, Herbert L. Gamache and Roberta Roberson-Staten respectively, of the Board of Public Works of the City of Fort Wayne and stated that the above agreement was signed and attested in behalf of said City.

Witness my hand and seal this 28 day of May, 1980.

Anne J. Fox
Notary Public
Resident of Allen County, In.

My commission expires March 6, 1984.

RAILROAD FORCE ACCOUNT WORK

by

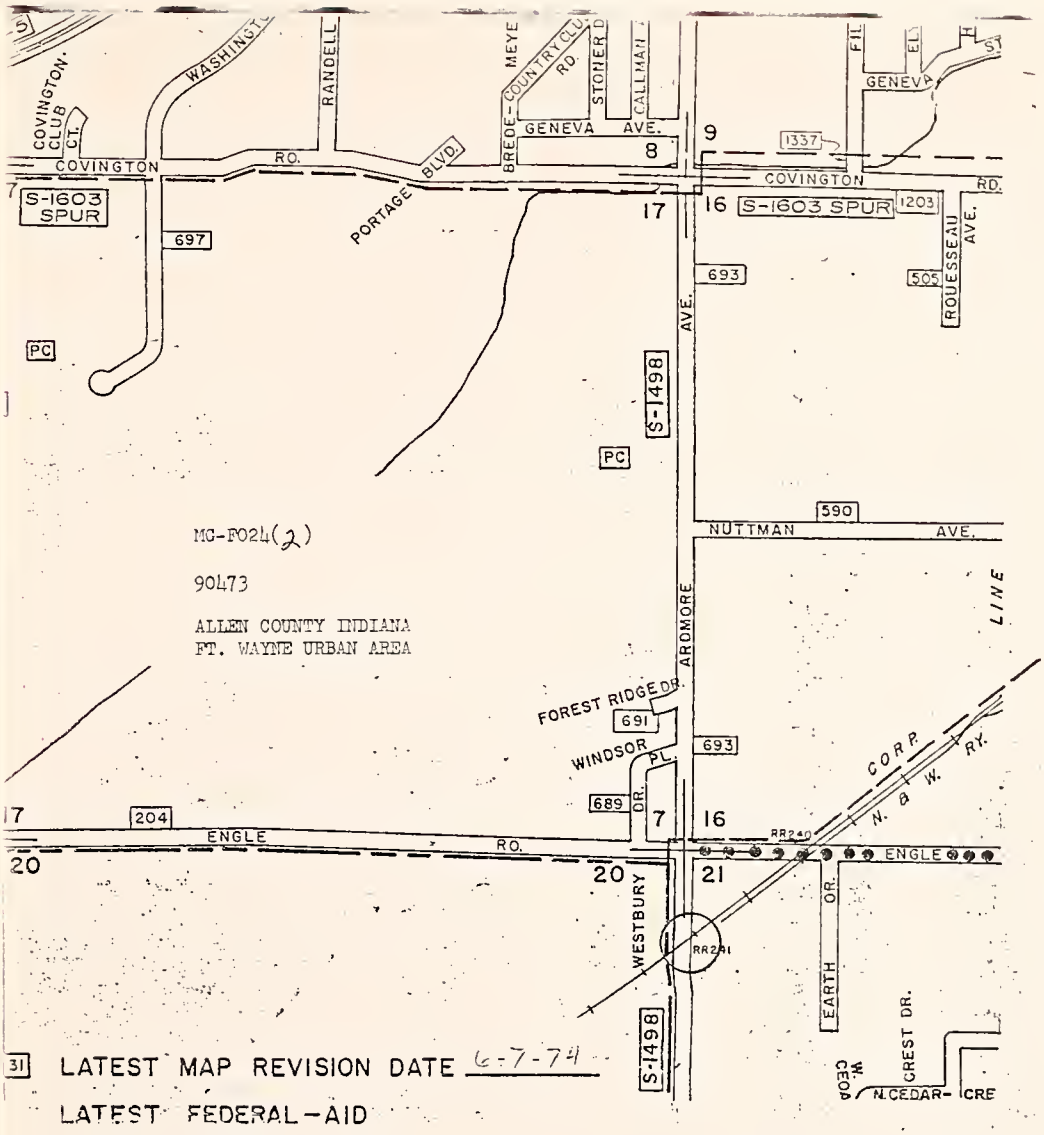
NORFOLK AND WESTERN RAILWAY COMPANY

Project	Road	County	Location
MG-F024(2)	Ardmore Avenue AAR #478-241L	Allen	Fort Wayne, Indiana
MG-F016(3)	Anthony Boulevard AAR #478-226J	Allen	Fort Wayne, Indiana
MG-F016(4)	Anthony Boulevard AAR #478-013Y	Allen	Fort Wayne, Indiana

DESCRIPTION OF FORCE ACCOUNT WORK

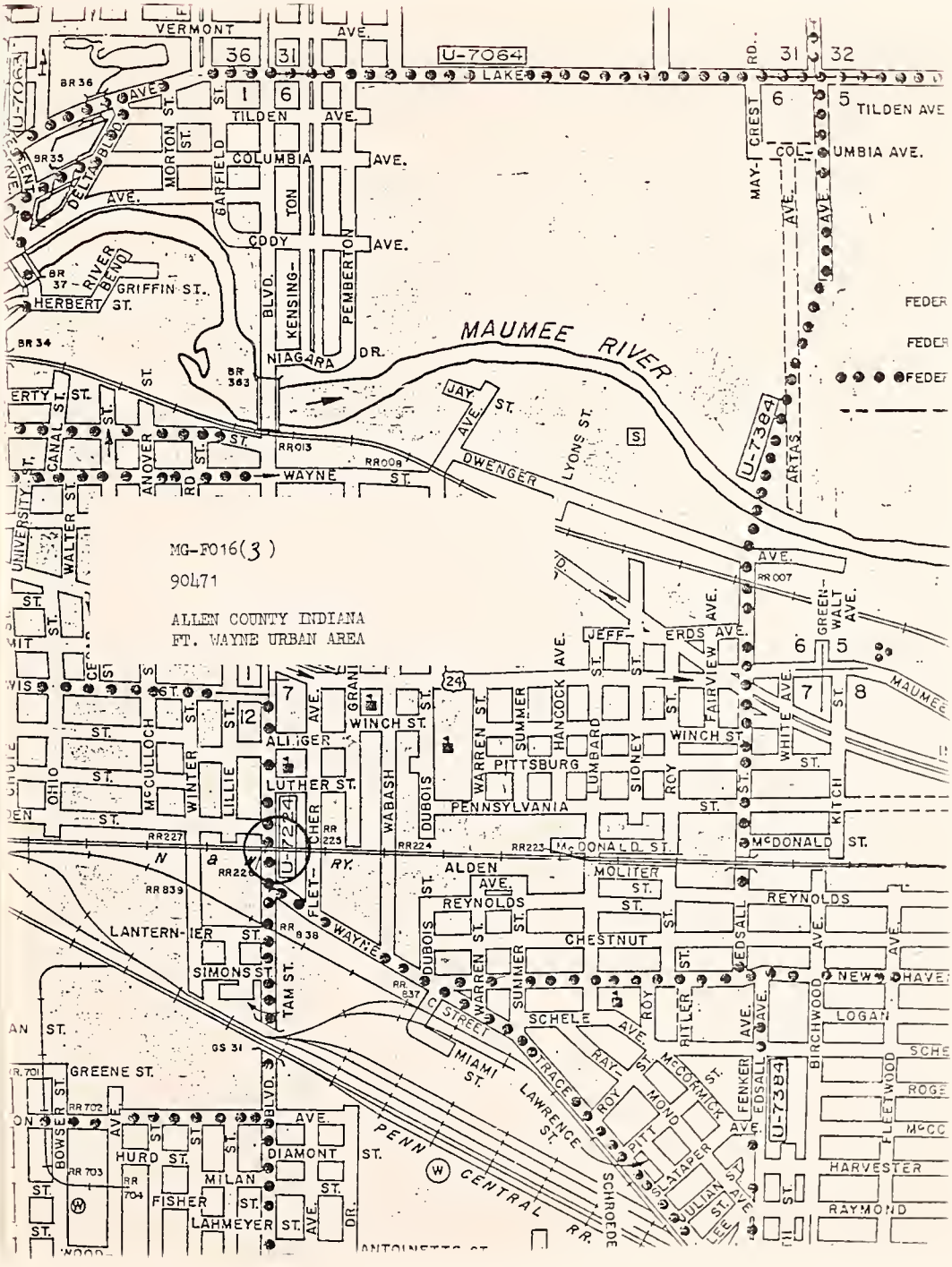
Construct rubber pad grade crossings and install modern active cantilever flashing light signals and short arm gates at the three (3) above locations.

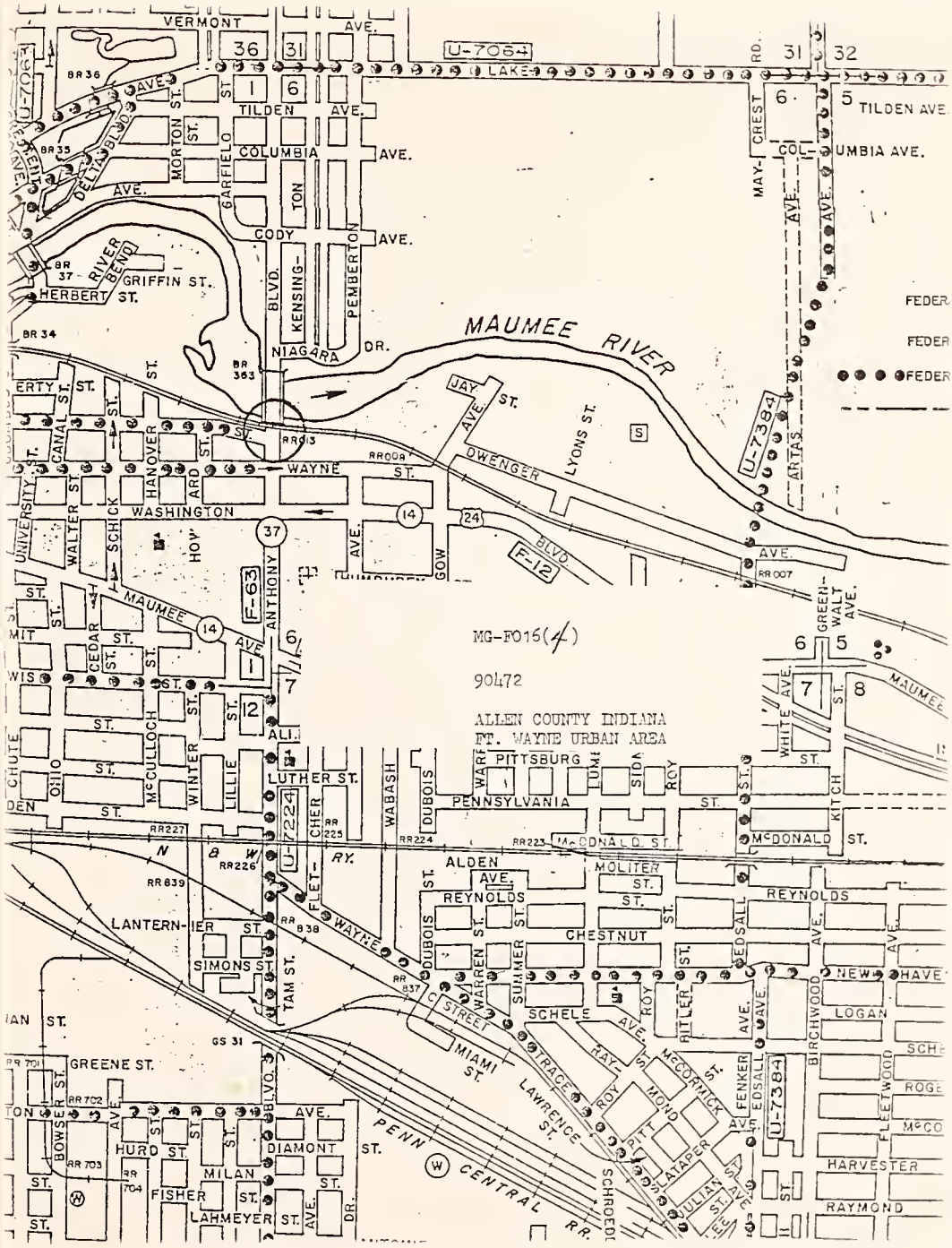
EXHIBIT 1

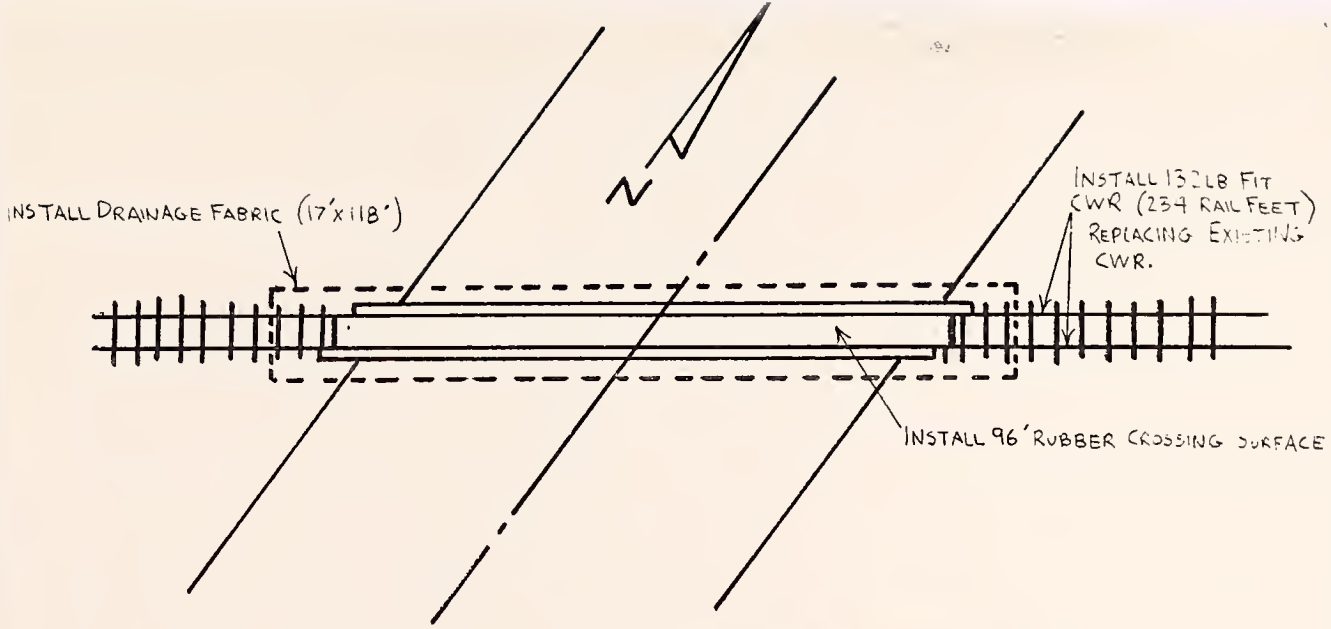


FT. WAYNE, ALLEN COUNTY

EXHIBIT 2


MG-F016(3)
90471
ALLEN COUNTY INDIANA
FT. WAYNE URBAN AREA
MAUMEE RIVER
VERMONT AVE.
LAKE
TILDEN AVE.
COLUMBIA AVE.
CODY BLVD.
KENSINGTON
PEMBERTON
DR.
NIAGARA
GRIFFIN ST.
HERBERT ST.
RIVER BEND
DELTA BLVD.
MORTON ST.
GARFIELD
JAY AVE.
ST.
LYONS ST.
DWENGER
WAYNE ST.
ANOVER
CANAL ST.
WALTER ST.
UNIVERSITY
MAY-CREST
ARTAS
JEFFERDS AVE.
GREEN-WALT AVE.
WINCH ST.
ALLIGER
LUTHER ST.
PITTSBURG
PENNSYLVANIA
McDONALD ST.
WARREN ST.
SUMMER
HANCOCK
LUMBARD
SIDNEY
ROY
WHITE
FAIRVIEW AVE.
KITCH
WABASH
DUBOIS
McCULLOCH
WINTER
LILLIE
OHIO
GRANT
ALDEN
MOLITER ST.
REYNOLDS
CHESTNUT
EDSALL AVE.
NEW HAVEN
LOGAN
BIRCHWOOD
SCHELE AVE.
RAY
ROY
MONO
PITT
McCORMICK ST.
FENKER
FLEETWOOD
HARVESTER
RAYMOND
SCHROEDER
LAWRENCE ST.
TRACE
MIAMI ST.
C STREET
WAYNE
LANTERN-IER
SIMONS ST.
TAM ST.
GREENE ST.
BOWSER ST.
HURD ST.
DIAMOND ST.
MILAN
FISHER
LAHMEYER
PENN CENTRAL R.R.
U-7064
U-7384
U-7224
BR 36
BR 35
BR 37
BR 34
BR 363
RR013
RR008
RR007
RR227
RR226
RR225
RR224
RR223
RR839
RR838
RR837
RR702
RR703
RR704
GS 31


MG-F015(4)
90472
ALLEN COUNTY INDIANA
FT. WAYNE URBAN AREA
MAUMEE RIVER
PENN CENTRAL R.R.
VERMONT AVE.
LAKE RD.
TILDEN AVE.
COLUMBIA AVE.
CODY AVE.
NIAGARA DR.
GRIFFIN ST.
HERBERT ST.
WAYNE ST.
WASHINGTON BLVD.
PENNSYLVANIA ST.
McDONALD ST.
LUTHER ST.
ALDEN AVE.
MOLITER ST.
REYNOLDS ST.
CHESTNUT ST.
SCHELL AVE.
LANTERN-IER ST.
SIMONS ST.
GREENE ST.
HURD ST.
DIAMONT ST.
MILAN ST.
FISHER ST.
LAHMEYER ST.
HARVESTER
RAYMOND
U-7064
U-7384
U-7224
F-63
F-12
BR 36
BR 35
BR 37
BR 34
BR 363
RR 013
RR 008
RR 007
RR 227
RR 226
RR 225
RR 224
RR 223
RR 839
RR 838
RR 837
RR 701
RR 702
RR 703
RR 704
GS 31


INSTALL DRAINAGE FABRIC (17'x118')
INSTALL 132LB FIT CWR (234 RAIL FEET) REPLACING EXISTING CWR.
INSTALL 96' RUBBER CROSSING SURFACE

NOTES

1) BALLAST TO BE REPLACED OVER DRAINAGE FABRIC
2) CROSSTIES TO BE REPLACED THROUGH CROSSING
3) RUBBER TIE PADS AND 8"x18" FIT TIE PLATES TO BE USED THROUGH CROSSING
4) RAIL TO BE FULLY ANCHORED 117' EACH SIDE OF CROSSING.

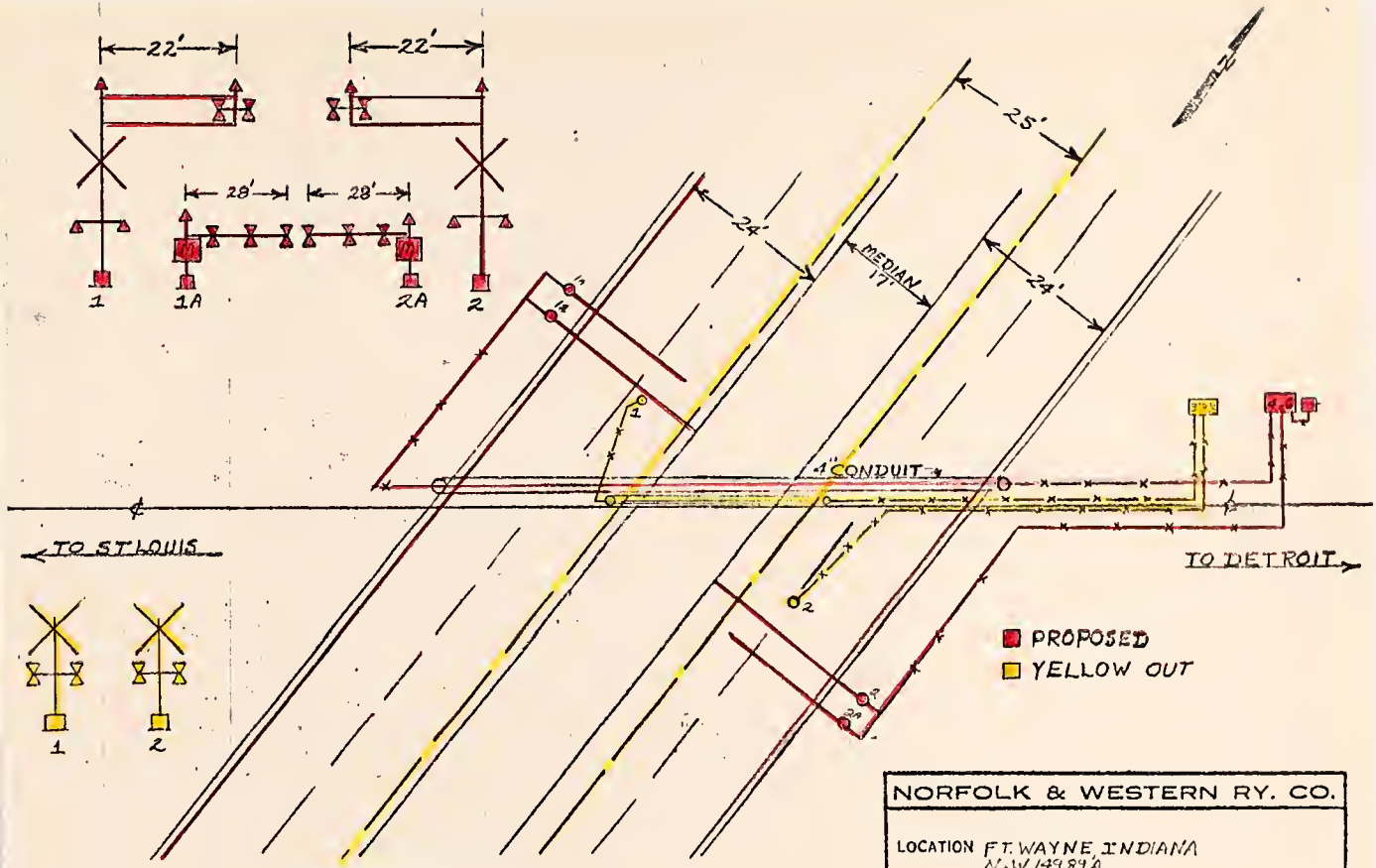
EXHIBIT 3

NW
Norfolk and Western Railway Company

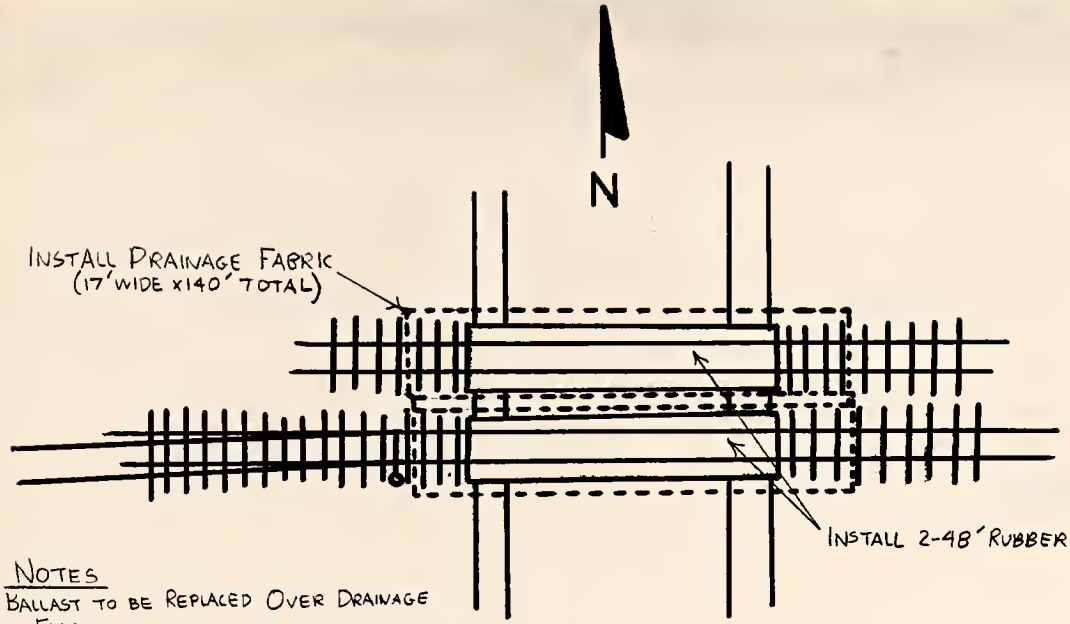
Office of Regional Engineer
St. Louis, Missouri 63101

FT. WAYNE, INDIANA
ARDMORE AVENUE CROSSING
DOT No. NW478 241L
Proposed Crossing Surface Improvements

Western Region		FT WAYNE Division	
Date: 2/12/80	Scale: 1"= 20'		Drawing Number 166-90-A
Drawn by ——	Valuation Section 2-IND-C	Mile Post 149.394	



NORFOLK & WESTERN RY. CO.	
LOCATION	FT. WAYNE, INDIANA N.&W. 149.89A D.O.T. 478-241L
DWG. NO.	S1-149.89A
SCALE	1" = 20'
OFFICE REG. ENGR.	S&C
ST. LOUIS, MO.	DATE



NOTES

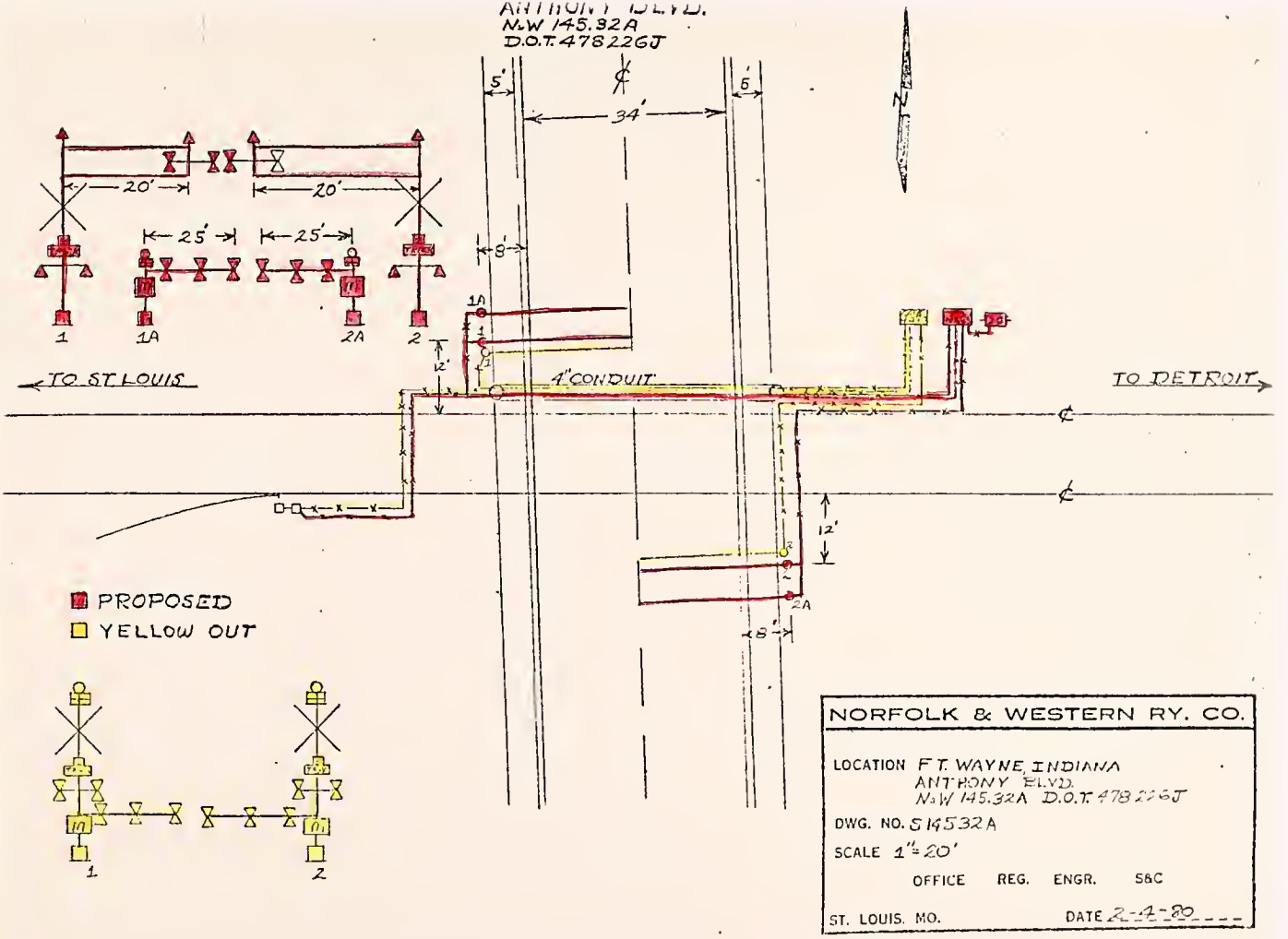
1) BALLAST TO BE REPLACED OVER DRAINAGE FABRIC.
2) CROSSTIES TO BE REPLACED THROUGH CROSSING.
3) RUBBER TIE PADS AND 8"x18" FIT TIE PLATES TO BE USED THROUGH CROSSING
4) RAIL TO BE FULLY ANCHORED 117' EACH SIDE OF CROSSING.

NW
Norfolk and Western Railway Company

Office of Regional Engineer
St. Louis, Missouri 63101

FT. WAYNE, INDIANA
ANTHONY BOULEVARD CROSSING
DOT No. NW478 226J
Proposed Crossing Surface Improvements

Western Region		FT WAYNE Division
Date: 2/12/80	Scale: 1"=20'	Drawing Number: 166-32-A
Drawn by:	Valuation Section: 2-IND-C	Mile Post: 145.32A



NORFOLK & WESTERN RY. CO.

LOCATION FT. WAYNE, INDIANA
ANTHONY BLVD.
N.W 145.32A D.O.T. 478226J

DWG. NO. S14532A

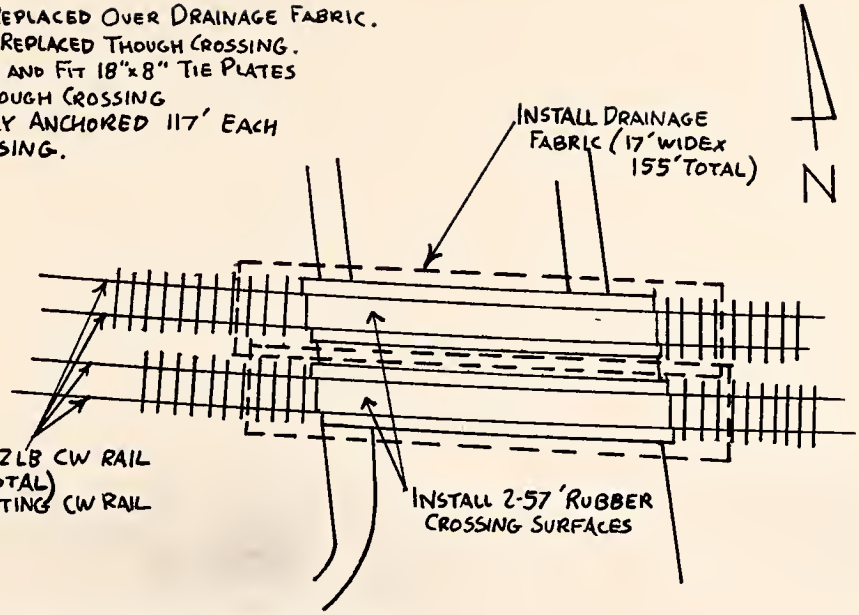
SCALE 1" = 20'

OFFICE REG. ENGR. S&C

ST. LOUIS, MO. DATE 2-4-80

NOTES:

1- BALLAST TO BE REPLACED OVER DRAINAGE FABRIC.
2- CROSSTIES TO BE REPLACED THOUGH CROSSING.
3- RUBBER TIE PADS AND FIT 18"x8" TIE PLATES TO BE USED THROUGH CROSSING
4. RAIL TO BE FULLY ANCHORED 117' EACH SIDE OF CROSSING.


INSTALL DRAINAGE FABRIC (17' WIDE x 155' TOTAL)
N
INSTALL FIT 132 LB CW RAIL (312' TOTAL) REPLACING EXISTING CW RAIL
INSTALL 2-57 'RUBBER CROSSING SURFACES

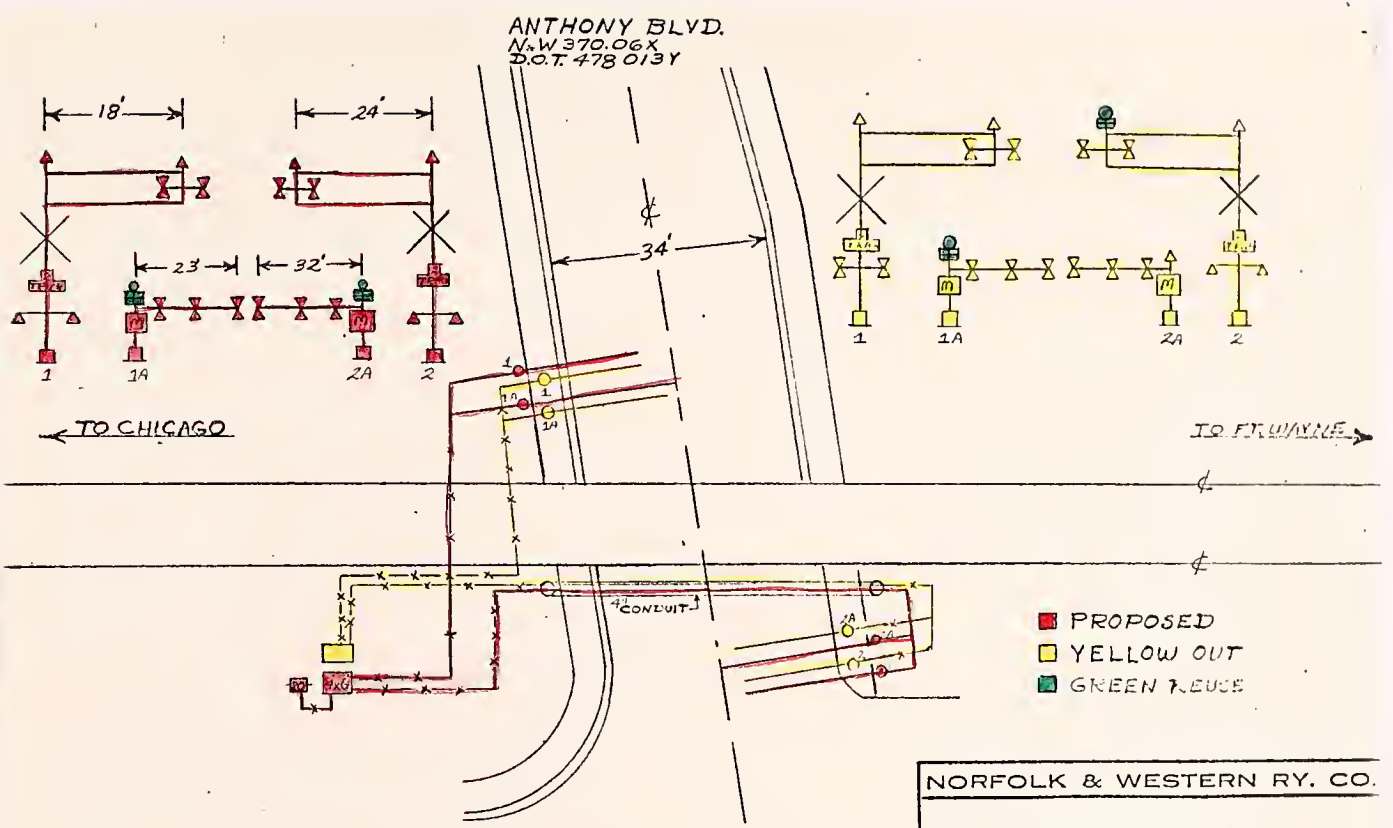
NW
Norfolk and Western Railway Company

Office of Regional Engineer
St. Louis, Missouri 63101

FT. WAYNE, INDIANA

ANTHONY BOULEVARD CROSSING
DOT NO. NW 478 013Y
Proposed Crossing Surface Improvements

Western Region	FT WAYNE Division	
Date: 2/12/80	Scale: 1"=20'	Drawing Number
Drawn by: ——	Valuation Section: 2-IND	Mile Post: 370.06X
		371.502-A



NORFOLK & WESTERN RY. CO.

LOCATION FT. WAYNE, INDIANA
ANTHONY BLVD.
N.W 370.06X D.O.T. 478 013Y

DWG. NO. S37006X

SCALE 1"=20'

OFFICE REG. ENGR. S&C

ST. LOUIS, MO. DATE 6-5-82

Pro MG-F 024(2)
Loc : Ft. Wayne, Allen County, Indiana
DOT/AAR No. NW 478 241 L

Install 1 - 96' rubber grade crossing at the crossing of Ardmore Ave. (MP 149.80A) and the Norfolk and Western ~~Railroad~~ Company track.
Railway

FORCE ACCOUNT ESTIMATE FOR GRADE CROSSING

Item	Amount	Total
Preliminary Engineering		640
Construction Engineering		960
Material		
Track work	3,287	
Grade crossing	25,029	
Other Material	260	
Total Material		28,576
Transportation of Material		295
Store Expense		1,401
Equipment		1,080
Labor		
Direct Labor	4,200	
Holidays, vacation and pension	684	
Payroll taxes	1,484	
Insurance	716	
Meals and lodging	1,600	
Total Labor		8,684
Contingencies		4,210
Total cost		$45,846
Less credit for salvage		346
Net Total		$45,500

Norfolk and Western Railway Company
Office of Regional Engineer
St. Louis, Mo.
Date: 1/12/80
File: 166-96

EXHIBIT 4

Project: MG-F 024(2)
Location: Ardmore Avenue in Fort Wayne, Allen County, Indiana - Crossing No. NW 149.89A - DOT 478 241 L

Install two (2) automatic cantilever flashing light signals with short arm gates controlled by predictor and other track circuit equipment, all conforming to the Manual on Uniform Traffic Control Devices, Traffic Control Systems for Railroad-Highway Grade Crossings, at the crossing of Ardmore Avenue and the Norfolk and Western Railway Company track, replacing flashing light signals.

FORCE ACCOUNT ESTIMATE

Item	Quantity	Amount	Total
Preliminary Engineering			$ 1,667.
Construction Engineering			5,466.
Material			
Automatic cantilever flashing light signals	2 Ea.	$11,900.	
Automatic gates	2 Ea.	8,947.	
Predictor	1 Ea.	5,372.	
Relays and Power Supplies with Housings	1 Lot	11,741.	
Other Material	1 Lot	8,167.	
Total Material			46,127.
Transportation of Material			150.
Store Expense			2,306.
Equipment			1,200.
Labor			
Direct Labor		$13,080.	
Holidays, vacation and pension		2,290.	
Payroll taxes		3,375.	
Insurance		908.	
Meals and lodging		4,000.	
Total Labor			23,653.
Contingencies			8,057.
Total Cost			$88,626.
Less credit for salvage			100.
Net Total			$88,526.

Office of Regional Engineer
Signals and Communications
St. Louis, Missouri

File: 95.24.2
Date February 4, 1980

Project: MG-F 016(3)
Location: Fort Wayne, Allen County, Indiana
DOT/AAR No. MW 478 226 J

Install 2 - 48' rubber grade crossing at the crossing of Anthony Blvd. (CP 145.32A) and the Norfolk and Western ~~Railroad~~ Company track.
Railway

FORCE ACCOUNT ESTIMATE FOR GRADE CROSSING

Item	Amount	Total
Preliminary Engineering		630
Construction Engineering		944
Material		
Track work	2,542	
Grade crossing	25,048	
Other Material	308	
Total Material		27,898
Transportation of Material		291
Store Expense		1,368
Equipment		1,082
Labor		
Direct Labor	4,330	
Holidays, vacation and pension	698	
Payroll taxes	1,511	
Insurance	729	
Meals and lodging	1,700	
Total Labor		8,968
Contingencies		4,139
Total cost		$45,320
Less credit for salvage		120
Net Total		$45,200

Norfolk and Western Railway Company
Office of Regional Engineer
St. Louis, Mo.
Date: 2/12/80
File: 166-52

Project: M-F 016(3)
Location: Anthony Boulevard in Fort Wayne, Allen County, Indiana
Crossing No. NW 145.32A - DOT 478 226 J

Install two (2) automatic cantilever flashing light signals with short arm gates and crossing bells controlled by predictors and other track circuit equipment, all conforming to the Manual on Uniform Traffic Control Devices, Traffic Control Systems for Railroad-Highway Grade Crossings, at the crossing of Anthony Boulevard and the Norfolk and Western Railway Company tracks, replacing flashing light gate signals.

FORCE ACCOUNT ESTIMATE

Item	Quantity	Amount	Total
Preliminary Engineering			$ 1,779.
Construction Engineering			6,774.
Material cantilever Automatic signals	2 Ea.	$10,137.	
Automatic Gates	2 Ea.	8,947.	
Predictors	4 EA.	20,480.	
Relays and Power Supplies with Housings	1 Lot	21,503.	
Other Material	1 Lot	9,744.	
Total Material			70,811.
Transportation of Material			190.
Store Expense			3,541.
Equipment			1,450.
Labor			
Direct Labor		$16,262.	
Holidays, vacation and pension		2,847.	
Payroll taxes		4,196.	
Insurance		1,128.	
Meals and lodging		5,000.	
Total Labor			29,433.
Contingencies			11,398.
Total Cost			$125,376.
Less credit for salvage			150.
Net Total			$125,226.

Office of Regional Engineer
Signals and Communications
St. Louis, Missouri

File: 95.24.2
Date February 4, 1980

Project: MG-F 016(4)
Location: Ft. Wayne, Allen County, Indiana
DOT/AAR No.: NW 478 013 Y

Install 2 - 57' Rubber grade crossings at the crossing of Anthony Blvd. (MP 370.06M) and the Norfolk and Western Railroad Company track.
Railway

FORCE ACCOUNT ESTIMATE FOR GRADE CROSSING

Item	Amount	Total
Preliminary Engineering		$ 778
Construction Engineering		1,167
Material		
Track work	4,404	
Grade crossing	29,673	
Other Material	295	
Total Material		34,372
Transportation of Material		345
Store Expense		1,685
Equipment		1,304
Labor		
Direct Labor	5,460	
Holidays, vacation and pension	876	
Payroll taxes	1,895	
Insurance	915	
Meals and lodging	2,100	
Total Labor		11,246
Contingencies		5,059
Total cost		$55,956
Less credit for salvage		456
Net Total		$55,500

Norfolk and Western Railway Company
Office of Regional Engineer
St. Louis, Mo.
Date: 2/12/80
File: 371.502

Project: MG-F 016(4)
Location: Anthony Boulevard in Fort Wayne, Allen County, Indiana
Crossing No. NW 370.06X - DOT 478 013 Y

Install two (2) automatic cantilever flashing light signals with short arm gates and crossing bells controlled by predictors and other track circuit equipment, all conforming to the Manual on Uniform Traffic Control Devices, Traffic Control Systems for Railroad-Highway Grade Crossings, at the crossing of Anthony Boulevard and the Norfolk and Western Railway Company tracks, replacing cantilever flashing light gate signals.

FORCE ACCOUNT ESTIMATE

Item	Quantity	Amount	Total
Preliminary Engineering			$ 2,002.
Construction Engineering			6,831.
Material cantilever Automatic signals	2 Ea.	$11,105.	
Automatic Gates	2 Ea.	8,909.	
Predictors	2 Ea.	10,743.	
Relays and Power Supplies with Housings	1 Lot	17,342.	
Other Material	1 Lot	11,327.	
Total Material			59,426.
Transportation of Material			170.
Store Expense			2,971.
Equipment			1,500.
Labor			
Direct Labor		$17,102.	
Holidays, vacation and pension		2,993.	
Payroll taxes		4,413.	
Insurance		1,187.	
Meals and lodging		5,050.	
Total Labor			$30,745.
Contingencies			10,365.
Total Cost			$114,010.
Less credit for salvage			270.
Net Total			$113,740.

Office of Regional Engineer
Signals and Communications
St. Louis, Missouri

File: 95.24.2
Date February 4, 1980

69-41-9 K I, 90

STATE OF INDIANA

GENERAL SPECIFICATIONS

CONSTRUCTION OF HIGHWAY-RAILWAY GRADE CROSSINGS

1. The type of crossing to be constructed shall be specified on Exhibit 1 of the Agreement.

2. All materials to be installed shall be new, except as otherwise specifically approved by the State and Federal Highway Administration prior to installation.

3. Track ballast, sub-ballast, and drainage pipes if necessary, are to be renewed and installed to provide proper track foundation with adequate drainage through the crossing, and the new track construction shall extend not less than ten feet beyond the ends of the crossing.

4. The crossing surface shall extend a minimum distance of one foot beyond the outside edge of highway shoulders.

5. Rails shall be renewed with rails of the same section that is standard in the railroad district in which the crossing is located, unless the existing rails are of full standard section. Where highway traffic exceeds 5,000 ADT, the minimum section shall be 115 lb. for all rails in the crossing.

6. Rail ends are to be welded to form continuous rail through the crossing, with the nearest rail joint to be not less than six feet beyond the ends of the crossing.

7. The same type of crossing material shall be used for all tracks in a multiple track grade crossing.

8. Consideration shall be given to the use of a railroad's grade crossing and track standards, and exceptions due to special track work may be granted after review of the crossing.

4-8-76

STATE OF INDIANA

GENERAL SPECIFICATIONS

INSTALLATION OF ACTIVE WARNING DEVICES

AT HIGHWAY - RAILWAY GRADE CROSSINGS

WORK TO BE PERFORMED BY RAILROAD

1. Recommended practices as set out in the Manual on Uniform Traffic Control Devices, Part VIII - Traffic Control Systems for Railroad-Highway Grade Crossings are intended for use in both new installations and where general replacement of present apparatus is to be made consistent with Federal and State laws and regulations.

2. All signs, flashing light signals, and automatic gates shall be in accordance with specifications and drawings contained in the Signal Manual, Communication and Signal Section, Association of American Railroads, the American Railway Engineering Association Manual, the Manual on Uniform Traffic Control Devices for Streets and Highways prepared by the National Advisory Committee on Uniform Traffic Control Devices, and the Indiana Manual on Uniform Traffic Control Devices.

3. Center of signal mast shall be located not less than four feet-one inch (4'-1") back of face of curb or edge of roadway shoulder when the shoulder is continued across the tracks. Center of signal mast shall be located not less than eight feet-one inch (8'-1") from the edge of the traveled way when there is no curb or shoulder.

4. In cases where flashing light signals are located in highway divider median, a minimum horizontal distance of eight feet-two inches (8'-2") shall be provided between the edges of pavements. Additional width may be required to provide a minimum clearance for gate counterweight or other equipment that extends more than 4'-1" from the centerline of the mast. If median guard rails are required, the flashing light signals should be located between the guard rails.

5. Signal masts shall be located where local conditions permit, but shall be not less than twelve (12) feet from centerline of nearest track.

6. The top of the foundation supporting the flashing light signal mast shall be at the same elevation as the crown of roadway surface and no more than four inches (4") above the surface of the ground, nor more than four inches (4") above the surface of the ground level where highway has a curb and gutter section.

7. Signal assembly, mast, instrument case, and battery well shall be constructed and installed in workman-like manner.

8. Track circuits shall be so designed as to provide for the warning devices to be in operation a minimum of twenty seconds before arrival of a train operating at the maximum speed.

9. Where distance along the highway is less than thirty-five feet (35') between the signal, on either side of the crossing, and the clearance beyond the farthest track from such signal on which trains operate at medium or higher speeds, the

signal shall operate for not less than 20 seconds before the arrival of any train on any such track. Where this distance is more than thirty-five feet (35'), the 20 seconds should be increased to provide additional time required for highway vehicles to clear the crossing.

10. Signals shall operate whenever any part of the train occupies the crossing.

11. Where pedestrian traffic requires a bell, it shall be used in conjunction with the flashing light signals. Bell shall sound a warning from time signal lights start to operate at least until head end of train has reached the crossing, or until the gate arm has descended to within 10° of the horizontal position.

12. Gates shall conform to current specifications of the Association of American Railroads, and shall be mounted on the same mast with the flashing light signals, or, if local conditions require, they may be mounted independently between the flashing light signal and the track.

13. The gate arm shall be striped on both sides with sixteen inch (16") alternate diagonal reflectorized stripes of red and white in accordance with the National Manual on Uniform Traffic Control Devices, and shall extend over the traveled roadway a sufficient distance to cover the lanes used by traffic approaching the crossing.

14. Gate arms, when local conditions permit, shall operate to a 90 degree vertical position. Written approval must be given for the operation of any gate arm to less than a 90 degree vertical position.

15. The gate arm in the raised position shall provide a vertical clearance of not less than 17 feet - a distance of 2 feet back of the face of curb or edge of pavement.

16. Gate arm lights shall operate in combination with the highway grade crossing signal at all times when gate is in position to obatruct traffic. The light nearest the tip of the gate shall burn steadily and two lights shall flash alternately in unison with the signal lights.

17. Gate arm shall start its downward motion not lesa than 3 seconds after the signal lights start to operate.

18. The time of operation from a full horizontal to a raised position shall be not less than nine (9) nor more than twelve (12) seconds.

19. Gates shall reach full horizontal position before the arrival of the fastest train operated over the crossing, and shall remain in the down position as long as the train occupies the crossing.

20. If additional trains enter the crossing circuit, or circuits, the gates shall remain down and the flashing signal lights shall continue to operate until all trains have cleared the crossing.

21. Two sources of power shall be provided for the operation of flashing light signals and, when applicable, short arm gates. The primary source shall be commercial alternating current, and the secondary source shall be a trickle charge commercial type storage battery of sufficient capacity to afford protection for forty-eight (48) hours of normal operation. Where flashing light signals, however, are operated by the same power used for the propulsion of all trains, no additional source of operating power need be provided.

22. Signal foundations may be concrete or steel of any approved type and are to be the standard used by the Railroad for a given type of signal. Any signal foundation which is not a Railroad's standard for a given type of signal installation must be approved by the State and Federal Highway Administration.

23. The attached drawings, reproduced from the Manual on Uniform Traffic Control Devices, Part VIII - Traffic Control Systems for Railroad-Highway Grade Crossings are for information and ready reference to show graphic representation of control dimensions in the foregoing specification. The materials used are to be of the standard for the Railroad(s) involved including necessary variations between the different suppliers of approved signal hardware.

24. Additional pairs of lights shall be directed toward vehicular traffic approaching the crossing from other than the principal highway route.

25. At crossings with highway traffic in both directions back-to-back pairs of lights shall be placed on each side of the tracks.

26. Equipment housings (controller cabinets) shall be placed not less than 30 feet from the nearest roadway and 12 feet from the nearest track.

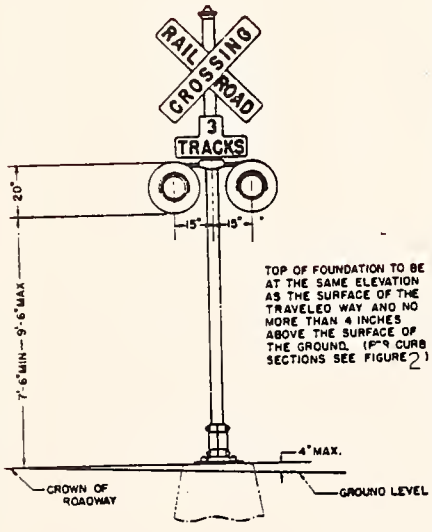
WORK TO BE PERFORMED BY STATE OR LOCAL AGENCY

1. Standard pavement markings as illustrated in Figure 5 shall be used on all paved approaches to railroad crossings.

2. The stop line shall be perpendicular to the roadway.

3. Centerline marking may be extended across the track if required.

4. Advance warning signs are usually off the railroad right-of-way and are not properly the responsibility of the railroad.


RAIL
CROSSING
ROAD
3
TRACKS
20'
15'
15'
7'-6" MIN — 9'-6" MAX
TOP OF FOUNDATION TO BE AT THE SAME ELEVATION AS THE SURFACE OF THE TRAVELED WAY AND NO MORE THAN 4 INCHES ABOVE THE SURFACE OF THE GROUND. (FOR CURB SECTIONS SEE FIGURE 2)
4" MAX.
CROWN OF ROADWAY
GROUND LEVEL

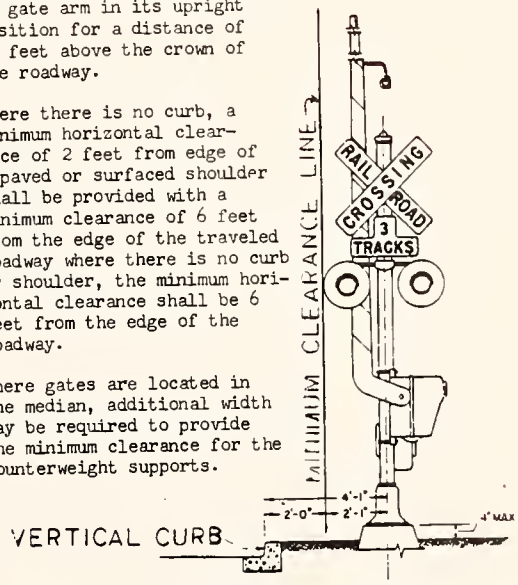
RAILROAD-HIGHWAY CROSSING SIGNAL

FIGURE 1

Typical minimum clearance is 2 feet from face of vertical curb to closest part of signal or gate arm in its upright position for a distance of 17 feet above the crown of the roadway.

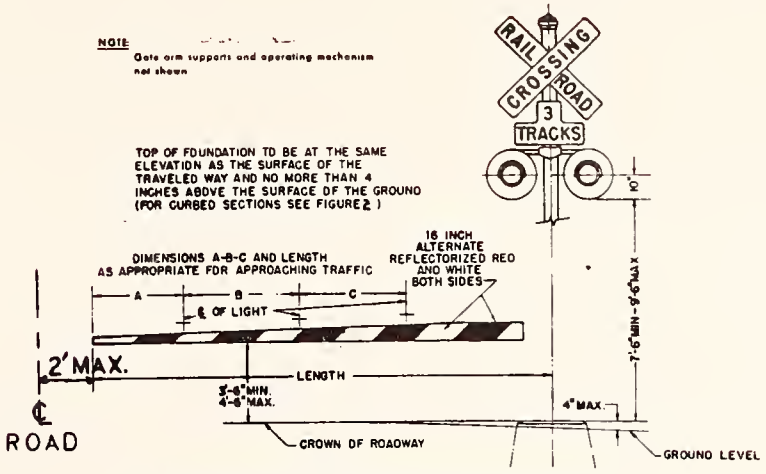
Where there is no curb, a minimum horizontal clearance of 2 feet from edge of a paved or surfaced shoulder shall be provided with a minimum clearance of 6 feet from the edge of the traveled roadway where there is no curb or shoulder, the minimum horizontal clearance shall be 6 feet from the edge of the roadway.

Where gates are located in the median, additional width may be required to provide the minimum clearance for the counterweight supports.

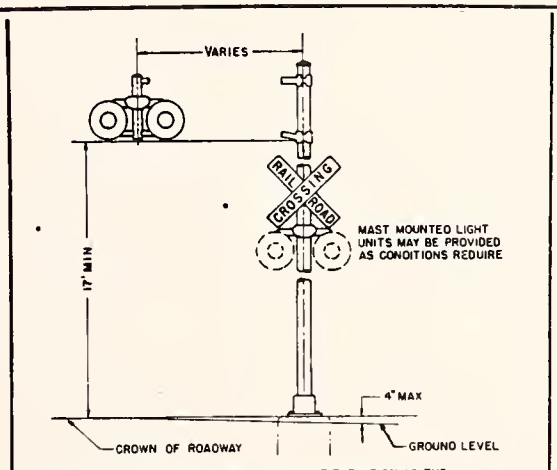


TYPICAL CURB AND GUTTER PLAN FOR RAILROAD-HIGHWAY CROSSING SIGNALS WITH OR WITHOUT GATES

FIGURE 2


NOTE
Gate arm supports and operating mechanism not shown
TOP OF FOUNDATION TO BE AT THE SAME ELEVATION AS THE SURFACE OF THE TRAVELED WAY AND NO MORE THAN 4 INCHES ABOVE THE SURFACE OF THE GROUND (FOR CURBED SECTIONS SEE FIGURE 2)
RAIL CROSSING ROAD
3 TRACKS
10'
DIMENSIONS A-B-C AND LENGTH AS APPROPRIATE FOR APPROACHING TRAFFIC
16 INCH ALTERNATE REFLECTORIZED RED AND WHITE BOTH SIDES
A
B
C
℄ OF LIGHT
2' MAX.
LENGTH
8'-0" MIN. 4'-0" MAX.
7'-6" MIN - 9'-6" MAX
4" MAX.
℄ ROAD
CROWN OF ROADWAY
GROUND LEVEL

RAILROAD-HIGHWAY CROSSING SIGNAL WITH GATE
FIGURE 3


VARIES
RAIL CROSSING ROAD
MAST MOUNTED LIGHT UNITS MAY BE PROVIDED AS CONDITIONS REQUIRE
17' MIN
4" MAX
CROWN OF ROADWAY
GROUND LEVEL
TOP OF FOUNDATION TO BE AT THE SAME ELEVATION AS THE SURFACE OF THE TRAVELED WAY AND NO MORE THAN 4 INCHES ABOVE THE SURFACE OF THE GROUND (FOR CURBED SECTIONS SEE FIGURE 2)

RAILROAD-HIGHWAY CROSSING SIGNAL
TYPICAL CANTILEVER SPAN
FIGURE 4

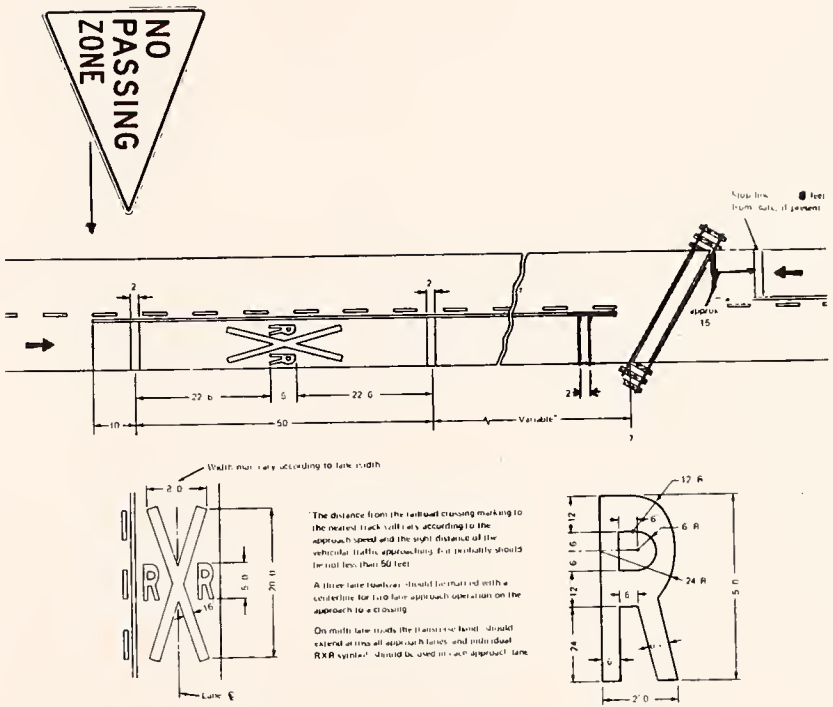

NO PASSING ZONE
Stop line 4 feet from curb, if pavement
approx 15
2
2
22 6
6
22 6
10
50
Variable*
Width may vary according to lane width
2 0
5 0
20 ft
16
Lane ℄
The distance from the railroad crossing marking to the nearest track will vary according to the approach speed and the sight distance of the vehicular traffic approaching. It normally should be not less than 50 feet
A three lane roadway should be marked with a centerline for two lane approach operation on the approach to a crossing
On multi lane roads the transverse bands should extend across all approach lanes and individual R X R symbols should be used in each approach lane
12 R
6
6 R
12
6
16
24 R
12
6
24
6
5 ft
2' 0

Figure 5 . *Typical pavement markings at railroad-highway grade crossings.*

January 6, 1978

APPENDIX "A"

During the performance of this contract the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State highway department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provision of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State highway department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter such litigation to protect the interests of the United States.

(7) Nonsegregated Facilities: By submission of this bid, the execution of this contract or subcontract, or the consummation of this materials supply agreement, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, or materials supplier, as appropriate, certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He agrees that (except where he has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods), he will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements, exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

69-47-5 H.I
5/28/80

SEWER EASEMENT RESOLUTION NO. 175-80

PERMANENT AND TEMPORARY

For the condemnation of Permanent and Temporary sewer easements for the purposes to construct, operate, control and maintain a sanitary sewer line across a portion of the East half of Section 16, Township 29 North, Range 12 East bounded on the North by Winters Road, bounded on the West by Norfolk & Western Railroad formerly NYC and St. L RR; bounded on the South by Pleasant Center Road; bounded on the East by Bluffton Road (SR #1), and a portion of the northeast corner of Section 21, Township 29 North, Range 12 East bounded on the North by Pleasant Center Road, bounded on the East by Bluffton Road, bounded on the South by a line 800 L.F South of and parallel to the centerline of Pleasant Center Road, and bounded on the West by Harber Ditch.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn right-of-way for Permanent and Temporary sewer easement purposes to construct, operate, control and maintain a sewer line across a portion of the East half of Section 16, Township 29 North, Range 12 East bounded on the North by Winters Road, bounded on the West by Norfolk & Western Railroad formerly NYC and St. L RR; bounded on the South by Pleasant Center Road; bounded on the East by Bluffton Road (SR #1), and a portion of the northeast corner of Section 21, Township 29 North, Range 12 East bounded on the North by Pleasant Center Road, bounded on the East by Bluffton Road, bounded on the South by a line 800 L.F. South of and parallel to the centerline of Pleasant Center Road, and bounded on the West by Harber Ditch. Particularly described as follows:

A. Permanent Easements

I. Said easement shall pass through the properties now or formerly owned by the following:

1. John E. and Gene E. Hanna as recorded in Deed Book 500, Pg. 540

2. Robert C. and Alma P. Swank as recorded in Document Number 75-17292

3. Richard W. and Norman E. Swank as recorded in Deed Book 636, Pg. 186-188

4. Robert D. and Elsie M. Scott as recorded in Deed Book 583, Pg. 170

5. William C. McMahon and Marjorie E. Miller as recorded in Document Number 71-7640

and is more particularly described as a permanent easement 30 ft. in uniform width, located east of and adjacent to the following described traverse line. To wit:

Commencing at the Northeast corner of Section 21, Township 29 North, Range 12 East, said corner more particularly described as being near the centerline intersection of Bluffton Road (SR #1) and Pleasant Center Road; thence on an assumed bearing of North 00° 08' 51" East for a distance of 2064.18 feet;

thence bearing North 01° 07' 24" West for a distance of 3239.19 feet to a point near the centerline intersection of Bluffton Road (SR #1) and Winters Road; thence on an assumed bearing of South 89° 35' 42" West for a distance of 1609.80 feet;

thence bearing South 3° 00' 54" East for a distance of 419.15 feet to the Point of Beginning of said 30 feet in uniform width permanent easement located east of and adjacent to the following described traverse line,

thence South 77° 01' 04" West a distance of 443.61 feet;

thence South 06° 32' 27" West a distance of 318.73 feet;

thence South 05° 57' 21" East a distance of 508.07 feet;

thence South 10° 13' 24" East a distance of 743.58 feet, passing through the Southernmost property line of the property now or formerly owned by John E. and Gene E. Hanna;

thence South 35° 04' 27" East a distance of 713.44 feet to the Southernmost property line of the property now or formerly owned by Richard W. and Norman E. Swank;

thence South 26° 43' 27" East a distance of 528.50 feet;

thence South 65° 54' 07" East a distance of 345.98 feet;

thence South 05° 36' 54" East a distance of 488.10 feet;

thence South 29° 47' 23" West a distance of 652.98 feet, passing through the Southernmost property line of the property now or formerly owned by Robert D. and Elsie M. Scott;

thence South 36° 43' 23" East a distance of 1215.24 feet, passing through the property now or formerly owned by William C. McMahon and Marjorie E. Miller, being the terminus of said traverse line, said terminus being more particularly described as near the centerline of Pleasant Center Road, and locating the aforesaid 30 feet in uniform width permanent easement.

II. A permanent easement located on the East 47.5 acres of the North 1/2 of the North 1/4 of Section 16, Township 29 North, Range 12 East, now or formerly owned by

Robert C. and Alma P. Swank as recorded in Document Number 75-17292

more particularly described as a permanent easement 30 ft. in uniform width, located East of and adjacent to the following described traverse line. To wit:

Commencing at the Northeast corner of Section 21, Township 29 North, Range 12 East, said corner more particularly described as being near the centerline intersection of Bluffton Road (SR #1) and Pleasant Center Road; thence on an assumed bearing of North 00° 08' 51" East for a distance of 2064.18 feet;

thence bearing North 01° 07' 24" West for a distance of 3239.19 feet to a point near the centerline intersection of Bluffton Road (SR #1) and Winters Road; thence on an assumed bearing of South 89° 35' 42" West for a distance of 1609.80 feet to the Point of Beginning of said 30 ft. in uniform width permanent easement located east of and adjacent to the following described traverse line,

thence South 03° 00' 54" East a distance of and terminating at 446.47 feet.

III. A permanent easement located on land now or formerly owned by William C. McMahon and Marjorie E. Miller as recorded by Document No. 71-7640. More particularly described as a permanent easement 30 ft. in uniform width, located northeast of and adjacent to the following described traverse line. To wit:

Commencing at the northeast corner of Section 21, Township 29 North, Range 12 East, said corner more particularly described as being near the centerline intersection of Bluffton Road (SR #1) and Pleasant Center Road; thence on an assumed bearing of South 89° 30' 26" West a distance of 516.35 feet to the Point of Beginning of said 30 feet in uniform width permanent

easement located northeast of and adjacent to the following described traverse line,

thence South 36° 43' 22" East a distance of 26.57 feet;

thence South 62° 47' 08" East a distance of and terminating at 544.2 feet.

B. Temporary Easement

A temporary easement 20 feet in uniform width located each side of the aforedescribed permanent easements in Paragraph A-I, A-II, A-III.

All according to the method and manner provided for in an Act of General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," as approved 1967, and the provision of all acts amendatory thereto and supplemental thereof, more particularly referenced by I.C. 18-1-1.5-5 and 14; and I.C. 18-1-7-1 to 11.

All land affected lies within the East half of Section 16, Township 29 North, Range 12 East and Northeast Quarter Section 21, Township 29 North, Range 12 East.

ADOPTED THIS 28 DAY OF May, 1980.

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Herbert R. Gamache, Member

Roberta Anderson Staton, Member

ATTEST:

Sandra Kennedy, Clerk

Reference: Sewer Improvement Res. #309-79, Phase III

Form 1929

City Paid

69-41-9 KI 90

5/21/80

Improvement Resolution

FOR STREET OR ALLEY

No. 5881 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve portions of Addison Avenue by restoration of concrete pavement at the following locations: 3422 (41' x 13')
3302 (56' x 13')
3332 (40.5' x 13')
3414 (20.5 x 13')

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 21st *day of* May, 1980

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Robert A Anderson

6 CALHOUN PRESS

City Paid

69-40-8 H.I 5/21/80

Form 1929

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5880 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curb and sidewalks where needed on

(1) Lasalle St. - north side from Clay to Hanna and south side from Warsaw to Hanna

(2) Buchanan St. - both sides from Warsaw to Hanna

(3) St. Martin's St. - north side only from Warsaw to Hanna

(4) E. DeWald St. - both sides from Lafayette to Hanna

(5) Warsaw St. - both sides from Creighton to Lasalle, excluding east side between St. Martin's and DeWald,

also known as LAREZ NEIGHBORHOOD IMPROVEMENT PHASE III

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning Department.

Adopted, this 21st day of May, 1980

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Robert Anderson

DALMOUN PRESS

City Paid

69-37-38 H.I.
5/14/80

92

STREET LIGHTING RESOLUTION

No. 142-80

NEBRASKA NEIGHBORHOOD PHASE V

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light the Nebraska Neighborhood Phase V Impact Area, more specifically defined as: Perry Avenue from southern terminus to Illinois Street, Greenwood from Swinney Park bridge to Main Street, Watkins Street from second alley south of Illinois Street to Main, Illinois Street from Manufactures Avenue to Watkins Street, Mechanic Street from its southern terminus to Main Street, Center Street from a point 100 feet south of Fair Street to Main Street, Cherry Street from Camp Allen Drive to Main, Camp Allen Drive from Huron Street to Main Street, Fair from Mechanic Street to Center Street, Huron Street from Mechanic Street to Camp Allen Drive, Elm Street from Mechanic to Camp Allen Drive, all in accordance with the detailed plan and specifications on file in the office of the Board of Public Works of said City; and such lighting is now ordered.

The total cost of said lighting shall be paid with monies from the Community Development Block Grant as provided for in Title I of the 1974 Housing and Community Development Act.

Adopted this 14th day of May 1980.

BOARD OF PUBLIC WORKS

Robert Anderson Shirley

Attest:
Sandra E Kennedy
Clerk

Form 1929

69-36-30 H.I
5/14/80

Improvement Resolution

FOR SURFACE DRAINAGE

No. 5879 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve drainage along the north side of Congress Avenue from Wayne Trace to Holly, by installation of culvert pipes and ditching, with property owners paying $1,771.00.

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost of said improvement shall be assessed upon the real estate abutting on said Congress Ave. as above described and upon the City of Fort Wayne, Indiana, if the said city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments, with interest at the prevailing rate of ~~five~~ per cent. per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the City from the assessments for such improvement, or such moneys as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this 14 *day of* May, 1980

ATTEST: Sandra E Kennedy
Secretary & Clerk

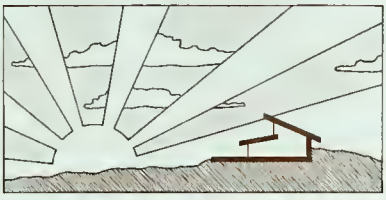
BOARD OF PUBLIC WORKS: Robert Anderson
Stalter
[illegible]

CALHOUN PRESS

69-31-19 H.I. 5/8/80

michael t. levy associates

April 2, 1980



Herb Gamache
Board of Public Works
9th Floor, City-County Building
One East Main Street
Fort Wayne, IN 46802

Dear Herb;

I am pleased to confirm your decision made during our conference in your office on March 26, 1980 to employ my services to assist the City in preparation and writing of a grant proposal for the Midwest Apprpriate Technologhy Small Grants Program, United States Department of Energy, Region V.

It is my understanding that the City intends to apply for a Project Demonstration Grant (maximum $ 50,000) for applying solar technology to demonstrate that commercia l application is technically, economically, and environmentally feasible. The selected project is to be a solar retrofit for space and water heating and energy conservation for Central Fire Station No. 1 located on East Main Street.

It was decided that you will compensate me for my services at the rate of $35.00 per hour. I anticipate that for this initial phase of the project we should allow for a budget of 20-40 hours or $700-$1400. It is my understanding that should the grant be awarded, this initial expenditure will beconsidered a part of any total consulting fee due for assistance on the project by my firm.

Your signature of approval on the second copy of this letter returned to me will serve as my notice to proceed with the development of your project.

It is my sincere wish that our successful association will lead to additional consulting services which I may provide for our community in the future.

Sincerely,

Michael T. Levy, Assoc. AIA

May 8, 1980
date

Board of Works, City of Fort Wayne

107½ WEST BERRY • FORT WAYNE, IN • 46802 • 219 - 422 - 6287

City Trust 69-33-S H.I 5/14/80 96.

Form 1929

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5856 - 1979

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve Maintain and improve by construction and/or reconstruction of an earthen and steel sheeting dike along the St. Marys River, the St. Joseph River, and the Spy Run Creek; specifically the areas described as follows:

(1) The west bank of the St. Marys River from Main St. south to Mechanic Street extended; thence along the east bank of the St. Marys River to a point several hundred feet south of Main St.; thence west along the north and west bank of the St. Marys River along the north line of Swinney Park to a point 200 ± feet west of Greenwood.

(2) The west bank of the St. Joseph River from Main St. south to the Fort Wayne Filtration Plant; thence on the north side of St. Marys River and east side of the Spy Run Creek from the west edge of the Fort Wayne Filtration Plant to a point approximately 300 feet north of Elizabeth Street.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by City of Fort Wayne Revenue Sharing Fund Acct. No. 402-134-480-4005 and State of Indiana Flood Control Funds.

Adopted, this 14th *day of* May, 1980

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Arthur R Lawrence

Robert Anderson Stahr

CALHOUN PRESS

69-27-14 H.I
5/7/80

WATER MAIN IMPROVEMENT RESOLUTION

No. 1021, 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, STATE OF INDIANA, That the construction of a system of water mains, intended and adopted for local use by the property holders in the tract to be improved and also the requirements of other real estate to be served with extensions, be and the same is hereby ordered in and along Kelmar Drive from an existing twelve (12") water main on Sandpoint Road eastwardly 664± feet.

said water main(s), with all its (their) appurtenances, shall be constructed in accordance with the plans and specifications now on file in the office of the Department of Public Works of said city.

The cost of said improvement shall be apportioned against and paid by the property holders benefited, and upon the City of Fort Wayne, Indiana, if the city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Improvements, in or for the benefit of recorded platted additions to and/or within cities and towns." Approved May 16, 1927 and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal annual installments, with interest at the rate of six per cent, per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond or bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the city from the assessments for such improvement, or such moneys as said city is by said above entitled act required to pay. All proceedings had and work done in the making of said improvements, assessments of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments and supplements thereto.

Adopted, this 7th *day of* May 1980

BOARD OF PUBLIC WORKS:

Robert Anderson Bates

Form 1929

69-27-13 H.I.
5/7/80

98

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5870 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curbs and sidewalks where needed along both sides of Greenwood from Main Street to the last house; also known as NEBRASKA NEIGHBORHOOD, PHASE V, CAPITAL IMPROVEMENT.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development and Planning.

Adopted, this 7th *day of* May, 1980

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Edward Madison Dale

CALHOUN PRESS

69-27-12 H.I
5/7/80

Form 1979

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5869 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curbs and sidewalks where needed along Clark Street from High to Second; Orchard Street from High to Third; Marion Street from High to Third; also known as NORTHWEST CENTRAL NEIGHBORHOOD, PHASE IV, CAPITAL IMPROVEMENT.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 7th day of May, 1980

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

CALHOUN PRESS

100

69-26-10 H.I
5/7/80

Form 1979

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5875 - 80

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curb, sidewalk, drive approaches, and wingwalks within an area bounded by Wall Street on the north, Broadway on the east, Taylor St. on the south, and Phenie St. on the west, also known as West Central Phase V Neighborhood Package Improvement.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 7th *day of* May, 1980

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

CALHOUN PRESS

69-24-30 H.I
4/30/80

WATER MAIN IMPROVEMENT RESOLUTION

NO. 1020, 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, STATE OF INDIANA, That the construction of a system of water mains, intended and adopted for local use by the property holders in the tract to be improved and also the requirements of other real estate to be served with extensions, be and the same is hereby ordered in and along Olladale Drive from Betty Avenue, southward 738± lineal feet

said water main(s), with all its (their) appurtenances, shall be constructed in accordance with the plans and specifications now on file in the office of the Department of Public Works of said city.

The cost of said improvement shall be apportioned against and paid by the property holders benefited, and upon the City of Fort Wayne, Indiana, if the city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Improvements, in or for the benefit of recorded platted additions to and/or within cities and towns." Approved May 16, 1927 and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal annual installments, with interest at the rate of six per cent, per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond or bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the city from the assessments for such improvement, or such moneys as said city is by said above entitled act required to pay. All proceedings had and work done in the making of said improvements, assessments of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments and supplements thereto.

Adopted, this 30th *day of* April 1980

BOARD OF PUBLIC WORKS:

Director

69-24-29.H1
4/30/80

BOARD OF PUBLIC WORKS OF THE
CITY OF FORT WAYNE, INDIANA
DECLARATORY RESOLUTION NO. 1438-80

WHEREAS, on the 30th day of April, 1980, SAINT JOSEPH'S HOSPITAL OF FORT WAYNE, INDIANA, filed with this Board their written petition for permission to construct, install, occupy and maintain across Berry Street between Broadway and VanBuren Street in the City of Fort Wayne, Indiana, one (1) overhead walkway (hereinafter the structure) connecting the present 9 MEUC story building of Saint Joseph's Hospital of Fort Wayne, Indiana located on the north side of Berry Street and a proposed new 3 story medical building to be constructed by Saint Joseph's Hospital of Fort Wayne, Indiana on the south side thereof, in accordance with set of plans attached hereto as Exhibit "A", by Rees Associates, Inc., Architects and Engineers, (hereinafter the Plan) and by reference incorporated herein and made a part hereof; and

WHEREAS, this Board of Public Works of the City of Fort Wayne now finds and determines:

1. That SAINT JOSEPH'S HOSPITAL OF FORT WAYNE, INDIANA are the sole owners of all real estate abutting on both sides of Berry Street between Broadway and VanBuren Street to wit:

   North side of Berry Street

   Lots numbered 53 to 57 and vacated street in Rockhills amended Addition to the City of Fort Wayne.

   South side of Berry Street

   Lots numbered 84 - 89 in Rockhills Amended Addition to the City of Fort Wayne.

2. That said structure will connect the present building of Saint Joseph's Hospital of Fort Wayne, Indiana on the north side of Berry Street and the new proposed medical building of Saint Joseph's Hospital of Fort Wayne, Indiana on the south side of Berry Street; that the center line of said structure will be approximately 93 feet west from the Northwest corner of the intersection of Berry Street and Broadway along the north line of said Berry Street and approximately 207 feet west from the southeast corner of the intersection of Berry and VanBuren Street along the south side of Berry Street; that the structure will have an overall width of approximately 9 feet from the north line of Berry Street to the south line of Berry Street; that the said structure will have a minimum clearance above the crown of the pavement of Berry Street of at least sixteen (16) feet measured in a perpendicular line.

3. That the structure would not be detrimental or inconsistent with the free use of the easement of the public on Berry Street or be otherwise detrimental to or inconsistent with the free use of the easement of the public in Berry Street or the proper highway purposes thereof.
4. That the structure would be beneficial to the public and contribute to the public safety of the City of Fort Wayne.
5. That the structure would relieve congestion and traffic on Berry Street that would necessarily result from the movement of employees, visitors, etc. across the surface of Berry Street from one building to another.

NOW THEREFORE, pursuant to the power and authority granted it by the provisions of Chapter 168, Acts of 1927 Section 1 of the General Assembly of the State of Indiana as amended by Chapter 10, Section 1 of the Acts of 1967 of the General Assembly of the State of Indiana; BE AND IT IS HEREBY RESOLVED by the BOARD OF WORKS OF THE CITY OF FORT WAYNE, INDIANA;

1. That it hereby grants to SAINT JOSEPH'S HOSPITAL OF FORT WAYNE, INDIANA permission to construct, install, occupy and maintain across Berry Street, between Broadway and VanBuren Streets in the City of Fort Wayne, for a period to continue so long as the hereinabove mentioned buildings or any additions thereto shall stand and said structure continue to exist, that certain overhead structure designated and described in the Plan herein referred to; subject, however, to the obligation of Saint Joseph's Hospital of Fort Wayne, Indiana to pay all the costs of construction, installation and maintenance of said structure, including repairs to the street and sidewalks below occasioned by the construction and installation of said structures, to protect the public from harm during the construction thereof; to hold the City of Fort Wayne, Indiana harmless from any claims of loss or damage to persons or property caused by such construction and the maintenance and existance of said structure and, to maintain said structure at all times in a safe condition at their expense.
2. That the real estate which may be injuriously or beneficially affected by said structure are:

North side of Berry Street

Lots numbered 53 to 57 Rockhill Amended addition to the City of Fort Wayne.

South side of Berry Street

Lots numbered 84-89 Rockhill Amended addition to the City of Fort Wayne.

all owned by Saint Joseph's Hospital of Fort Wayne, Indiana.

3. That a public hearing be held on the 22nd day of May, 1980 at 3:30 pm o'clock at the offices of this Board at which this Board will hear and receive remonstrances from persons interested in or affected by these proceedings, after which this Board will take final action confirming, modifying or rescinding this resolution, which action shall be final and conclusive on all persons.

4. That there be published in the News-Sentinel, a newspaper of general circulation published in the City of Fort Wayne, Indiana, once a week for two consecutive weeks the 2nd of which shall be upon a date not less than ten (10) days prior to the date of the public hearing set in paragraph 3 above due notice of the adoption of this resolution, stating the time, place and date of said public hearing, that at said public hearing this Board will hear and receive remonstrances from persons interested in or affected by these proceedings, and that after which this Board will confirm, modify or rescind this resolution, and

5. That in the event this Resolution be so confirmed, the permission hereby granted to construct and maintain said overhead structure shall be noncancellable so long as the hereinabove mentioned buildings or any additions thereto shall stand and as long as said structure shall continue to exist.

Date entered this 30th day of April, 1980.

ATTEST:

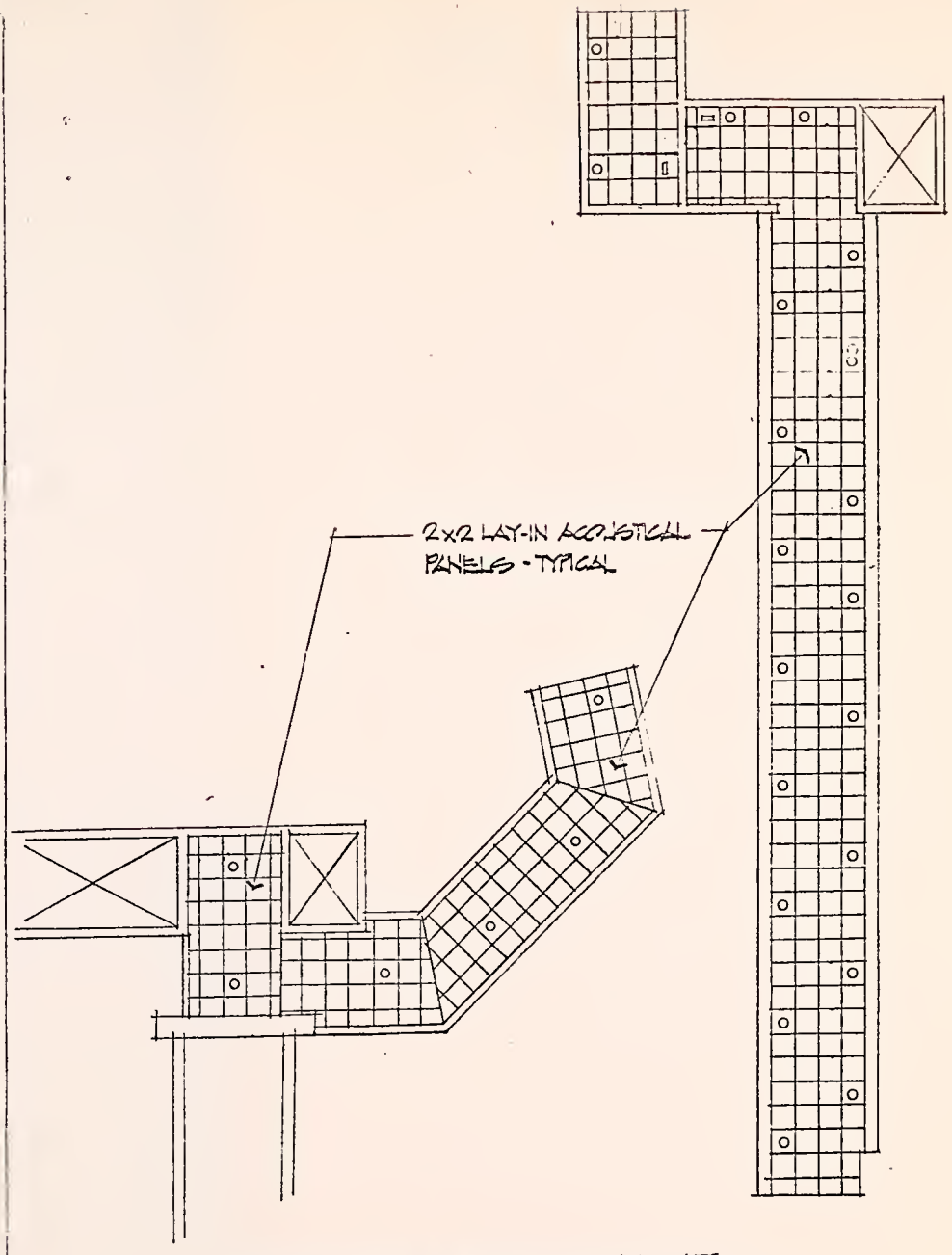
Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS of the
CITY OF FORT WAYNE, INDIANA

By _____
Mark L. Akers, Chairman

_____
Robert Anderson-Staten, Member

_____
Herbert R. Gamache, Member



REFLECTED CEILING PLAN AT
WALKWAY AND BRIDGE

3/32"

Supplementary Drawing

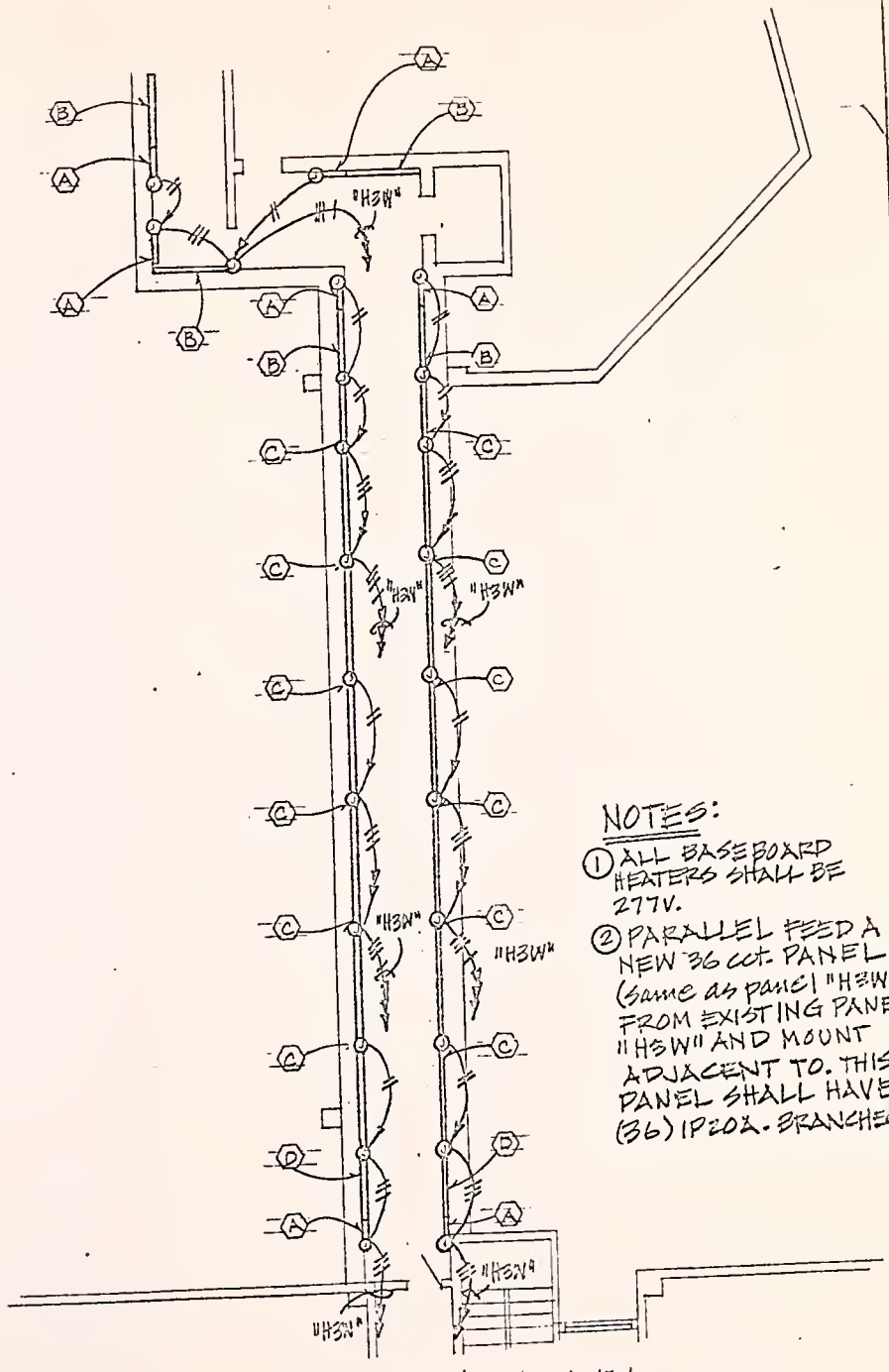
Project ST. JOSEPH MEDICAL BUILDING

Number 7855 Drawing 1 of 1

Date 25 FEB 80 Revised

Rees Associates Inc
Architects Planners Consultants

Suite 103
5500 North Western
Oklahoma City, Oklahoma 73118



NOTES:

1. ALL BASEBOARD HEATERS SHALL BE 277V.
2. PARALLEL FEED A NEW 36 CCT. PANEL (Same as panel "H3W") FROM EXISTING PANEL "H3W" AND MOUNT ADJACENT TO. THIS PANEL SHALL HAVE (36) 1P-20A. BRANCHES.

SECOND LEVEL
WALKWAY HEATING PLAN

SCALE: 3/32" = 1'-0"

NORTH

Supplementary Drawing

Project

Number

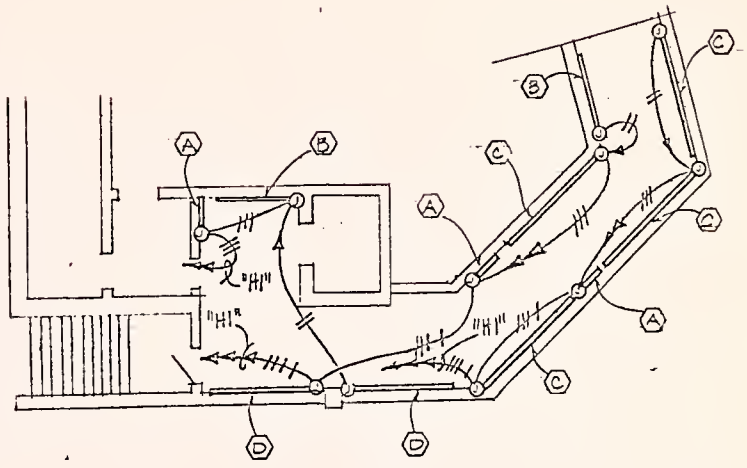
Date

Drawing of

Revised

Rees Associates Inc
Architects Planners Consultants

Suite 103
5500 North Western
Oklahoma City, Oklahoma 73118



GRADE LEVEL
WALKWAY HEATING PLAN
SCALE: 3/32" = 1'-0"

NOTE:
ALL BASEBOARD ELECTRICAL HEATERS SHALL BE 277V.

Supplementary Drawing

Project

Number

Date

Drawing of

Revised

Rees Associates Inc
Architects Planners Consultants

Suite 103
5500 North Western
Oklahoma City, Oklahoma 73118

107

City Paid 69-23-23 H.I 4/30/80

Form 1929

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5868 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by curb and sidewalk replacement in the EAST CENTRAL NEIGHBORHOOD, PHASE V, as follows: MADISON ST., north & south sides bounded by Harmar on the west and Division on the east; DIVISION STREET, west side from Madison north to alleyway; HARMAR STREET, east and west sides bounded by Lewis on north and Hugh Street on the south; HUGH ST., south side from Harmar to Chute and north side from Harmar to Chute, excluding Hanna Homestead; GAY STREET, west side from Lewis on north to Hugh St. on the south.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid Community Development & Planning.

Adopted, this 30th day of April, 1980

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

CALHOUN PRESS

105

69-21-15 H.I.

4/30/80

80- 08377

DULY ENTERED FOR TAXATION

APR 17 1980

Gloria J. Goeglein

AUDITOR OF ALLEN COUNTY

A G R E E M E N T

This agreement made on this 30th day of May, 1970, in Fort Wayne, Indiana, by and between the City of Fort Wayne by its Board of Public Works, hereinafter referred to as "CITY," and with Viola and Raymond C. Goeglein, husband and wife, hereinafter referred to as "GOEGLEINS."

WHEREAS, "GOEGLEINS" are owners of property located in St. Joe Township, more specifically a 25± acre tract being part of Out Lots 6 and 7 in Kercheval's Reserve located east of Maysville Road and a 5.31± acre tract immediately west of Maysville Road and east of Walke Ditch, and

WHEREAS, "CITY" has entered into contracts providing for the construction of sewage disposal facilities in the St. Joe Township area, and

WHEREAS, said sewage disposal facilities will in part be located on properties owned by "GOEGLEINS," and herein specifically described, and

WHEREAS, "CITY" is desirous in obtaining from "GOEGLEINS" certain easements to allow for the construction of said sewer facilities and to purchase a parcel for a proposed pumping station, said parcel hereinafter referred to as "PUMPING STATION SITE", and

WHEREAS, "GOEGLEINS" are willing to grant said easements and convey said "PUMPING STATION SITE" for certain considerations, and

WHEREAS, "CITY" is in agreement in providing sanitary sewage disposal service to areas in said township by the Fort Wayne Sewerage Utility,

NOW THEREFORE, it is mutually agreed by each party, their successors and assigns that the following will be binding on all parties:

1. "GOEGLEINS" will execute a grant of easements to allow for the construction of sewage facilities, more specifically A) a

w/ Well Call

7.50

permanent easement along the north 7 feet of their property lying west and east of Maysville Road herein described as Easement A, B) a permanent easement along the east 14' of that 25± acre tract lying east of Maysville Road herein described as Easement B, C) a permanent easement for the crossing of the Walke Branch of the Bullerman Ditch herein described as Easement C, and D) a temporary easement being 20' in uniform width lying adjacent to and immediately south of the Easement A, E) a 60' temporary construction easement lying adjacent to and immediately west of Easement B, and F) a temporary easement 20 feet wide along and adjacent to Easement C. Said temporary easements shall expire six months from the date hereof. A form of grant for Easements A, B and C is made a part hereof, marked Exhibit 1 and attached hereto, and a plat showing said easements is marked Exhibit "2" and attached hereto.

2. "GOEGLEINS" agree to convey to "CITY" a "PUMPING STATION SITE" to measure 60' x 80' located in the northeast corner of Out Lot 7 and in the strip of land adjacent thereto on the north, east of Maysville Road, together with ingress and egress rights from said site to the Maysville Road. Until such time as a permanent road, street easement, or combination thereof running easterly from the Maysville Road to said site is dedicated, ingress and egress shall be located by mutual agreement of all parties hereto, and may from time to time be relocated, providing that it shall always commence at the "PUMPING STATION SITE" and terminate at a public street or road, and provided further that it shall be not less than 10' in uniform width. Upon the dedication of public roads, streets, and/or easements which provide such access to said site this requirement shall be permanently satisfied.

The conveyance of the "PUMPING STATION SITE" shall be by warranty deed in the form attached hereto, and marked Exhibit "3", and initially shall be at such point as is indicated upon Exhibit 2.

3. In consideration of the grant of Easements A, B, and C as set forth above "CITY" agrees to give "GOEGLEINS", their successors or

assigns, a credit against future connection charges for sanitary sewer service on account of the connection of any portions of the remainder of their lands situated adjacent to said easements, up to ten acres without charge, said credit to be given on the rate of connection charge of $500/acre; and connection of the remainder of said adjacent land to be at a maximum of $500.00 per acre.

4. In consideration of the transfer of title to "CITY" for the "PUMPING STATION SITE" by "GOEGLEINS" the "CITY" agrees to pay "GOEGLEINS" an amount of $3,000. Said payment shall be due upon delivery of a properly executed warranty deed evidenced by a current abstract.

5. Any field tile drains or other underground drains encountered during the construction of said sewer facilities shall be promptly restored to a condition equal to or better than that prior to construction.

6. "CITY" has entered into an agreement with Trans Am Corporation providing for the construction of a portion of said sewer facilities which includes a gravity sewer to run south along the east line of said 25-acre Goeglein tract. Said agreement with Trans Am includes a provision for connection charges to be paid by owners of adjoining property lying within 200 feet of the entire length of that line to be reimbursed to Trans Am. The easterly 200' of Out Lot 7 is included in said reimbursement contract and will be charged a pro rata share of the cost of said gravity sewer, at any time within 15 years as and for such portions thereof as are connected and served thereby. Said pro rata is referred to as "LOCAL CHARGE". This is in addition to an area charge of $500 per acre. The $5,000 credit as set forth in paragraph 3 above can be used to offset this area charge; however, it cannot be used as a credit against the "LOCAL CHARGE" or the charge reflected by the Trans Am contract.

7. The CITY" represents that it has the right and ability to render sanitary sewer services to the North 11.53 chains of Out Lots 6 and 7 East of the Road and a pie-shaped wedge lying north thereof,

in Kercheval Reserve, St. Joe Township, Allen County, Indiana, owned presently by "GOEGLEINS". In the event that "CITY" is unable to render service thereto within a reasonable time after connection is requested, "GOEGLEINS" shall have the option of requesting cash payment of $5000.00 (or any unused portion thereof) at that time in lieu of credit as is herein provided.

8. "GOEGLEINS" shall be free to negotiate and arrange for sanitary sewage services for the North 11.29 chains of Out Lot 5 lying west of the road with any public utility that affords service thereto, and the "CITY" agrees to refrain from remonstration against such arrangements and from resisting efforts of such utility to serve "GOEGLEINS".

THEREFORE, each party comes forth and sets his hand in acknowledgment of the foregoing as his voluntary act and deed.

"GOEGLEINS"

Raymond V Goeglein

Viola Goeglein

"CITY"

Fred. A. Fruchte

Robert W. Dahlinger

Board of Public Works

Approved as to Legality
Robert E. Thayer

PERMANENT EASEMENT

Raymond V. Goeglein and Viola Goeglein, husband and wife and each over the age of 21 years, of Allen County, Indiana, give and grant to CITY OF FORT WAYNE, Indiana, in consideration of One Dollar ($1.00) and other good and valuable consideration, a permanent easement for the construction, erection, maintenance, and repair of a sanitary sewage line over, along, under and through the following described tracts in Allen County, Indiana, to wit:

A1. A strip 7 feet wide lying south of and adjacent to the following described line: Beginning at a point on the North line of Out Lot 6 in J. Browning's Subdivision of Kercheval Reserve 200 feet east from the centerline of the Maysville Road, thence East and Northeast to a point situated 5.3 feet North of the Northeast corner of Out Lot 7 in J. Browning's Subdivision.

A2. And also a strip of land 7 feet wide of uniform width lying immediately south of a line (being the North property line) commencing at a point in the center of the Maysville Road situated 4 chains and 25 links northeasterly (along said center line) from its intersection with the North line of Out Lot 6; which line runs Westerly therefrom through Out Lots 1 and 2 to the Walke Branch of the Bullerman Ditch.

B. The East 14 feet of the North 11 chains and 25 links of Out Lot 7 in J. Browning's Subdivision of Kercheval Reserve.

C. A strip 58 feet wide adjacent to and Southeast of, and at right angles to, the following portion of the centerline of the Walke Branch of the Bullerman Ditch: North from a point on said centerline situated 115 feet Southwest of the intersection of said centerline with the North property line referred to in Paragraph A2 above. The innermost 49 feet being an easement for drainage, and the outermost 14 feet being an easement for utilities (the overlapping 5 feet being an easement for both).

The grantee hereof shall replace and restore all storm tile and the surface of the ground that may be disturbed in the course of the use of this easement to its present condition or better at the termination of the installation and construction.

Raymond V. Goeglein
Raymond V. Goeglein

Viola Goeglein
Viola Goeglein

EXHIBIT 1

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 30th day of July, 1970, personally appeared Raymond V. Goeglein and Viola Goeglein, husband and wife, and both over the age of 21 years, and acknowledged the execution of the foregoing Grant of Permanent Easement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

John H. Krueckeberg, Notary Public

My Commission Expires:
December 17, 1972

Prepared by John H. Krueckeberg

105 D

RECEIVED

Water Pollution Control Dept.
City-County Building, One Main St.
Ft. Wayne, Indiana 46802

OFFICE OF
BOARD OF PUBLIC WORKS

FORT WAYNE 2 INDIANA

B-3/31 3-4 14

Board Order No. 19-80

Date March 24, 1980

To Phil Boller - Director of Water Resources

Subject Maysville Road Property of Raymond V. Goeglein and Viola Goeglein (Res. 221)

The above board order is issued (regarding attached memorandum) regarding Agreement dated August 25, 1970 per Goeglein to City of Fort Wayne Easement.

Please proceed.

M.L. AKERS

H.R. GAMACHE

R.A. STATEN

BOARD OF PUBLIC WORKS
/ajf attachment

Signed

Reply:

4-22-80

Attached please find the above mentioned agreement which has been recorded and should now be entered into your minute records as such.

per.

Philip R. Boller, P.E.
Chief Water Pollution Control Engineer

PRB/CW/bb

BOARD OF PUBLIC WORKS
RECEIVED
APR 23 1980

NOTED
☐ M.L.A.
☐ R.A.S.
☐ H.R.G.
Date

69-21-15 4/30/80

Signed

SENDER: REMOVE & KEEP 3RD COPY - RECEIVER: ANSWER & KEEP 2ND COPY - RETURN 1ST COPY

69-15-19 4.I.
4/23/80

STREET LIGHTING RESOLUTION
No. 141-80

EAST CENTRAL PHASE V IMPACT AREA

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light the East Central Phase V Impact Area, more specifically defined as Hugh Street from Ohio Street to Winter Street, and McCulloch Street from Hayden Street to Lewis Street, all in accordance with the detailed plan and specifications on file in the office of the Board of Public Works of said City; and such lighting is now ordered.

The total cost of said lighting shall be paid with monies from the Community Development Block Grant as provided for in Title I of the 1974 Housing and Community Development Act.

Adopted this 23rd day of April 1980.

BOARD OF PUBLIC WORKS

Attest:

Clerk

110 2

80-011711

69-14-15 H.I. 4/23/80

S-59-80 5/27/80

AGREEMENT FOR SEWER EXTENSION

THIS AGREEMENT, made in triplicate, this 23 day of April 1980, by and between VILLAS OF THE MARKETPLACE CO., an Indiana Limited Partnership, 6417 Georgetown North Boulevard, Fort Wayne, Indiana 46815, hereinafter referred to as "Oeveloper", and the City of Fort Wayne, a Municipal Corporation, hereinafter referred to as "City", WITNESSETH:

WHEREAS, the Oeveloper is developing approximately eight (8) lots and recorded as Villas of the Marketplace, Section II; and

WHEREAS, the Oeveloper is desirous of extending the City Sanitary Sewers to serve said Addition; and

WHEREAS, the Oeveloper has had detailed engineering plans and specifications prepared for the extension of City Santiary Sewers to serve said Addition; and

WHEREAS, the Oeveloper obtained bids on said project and the City and Developer are ready to construct said Sewer commonly known as Villas of the Marketplace, Section II, On-Site Sanitary Sewer, hereinafter referred to as Sewer, and is described as follows:

ON-SITE SANITARY SEWER

Beginning at an existing manhole at the Southeast corner of Lot #8, Villas of the Marketplace, Sec. I; thence Southwesterly 67 L.F. to a manhole at the Northeast corner of Lot #32, Villas of the Marketplace, Sec. II; thence South, 161 L.F. to a manhole at the Southeast corner of said Lot #32; thence West, 647 L.F. to a clean out and terminating.

1980 JUN -5 AM 8:10
ALLEN COUNTY RECORDER

Said Sewer shall be eight (8) inches in diameter.

Said Sewer to be constructed in accordance with the plans, specifications, and profiles as prepared by Joseph B. Stoody, Jr., L.S., and approved by the Water Pollution Control Engineering Oepartment, and on file at this time in the Office of the Board of Public Works. Said project commonly known as the Villas of the Marketplace, Section II, On-Site Sanitary Sewer, Board Order #191-79. Said plans, specifications and profiles are by reference incorporated herein and made a part hereof.

WHEREAS, the cost of the On-Site Sanitary Sewer is represented to be $18,385.15 ; which is composed of $16,541.25 construction cost, and $1,843.90 engineering cost (including $200.00 attorney fees).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

Call Kim 7061

1. CONSTRUCTION OF SEWER

The Developer shall cause said Sewer to be constructed and located in accordance with said plans, specifications and profiles on file with the City. All work and materials shall be subject to inspection by the City and right of City to halt construction if there shall be non-compliance therewith. Said Sewer shall not be deemed permanently connected into the sewer system of the City until final acceptance by City. Notwithstanding the above, the Developer may place in service a portion of the project before the entire project is completed, providing said portion is completed in accordance with said plans and specifications. Upon completion, said Sewer shall become the property of City, and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The Developer agrees to pay the entire cost and expense of construction of said Sewer, in cash, including City engineering and inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF OWNER

Said Sewer, when accepted by the City, will serve the following described real estate which is now owned or under contract purchase by Developer: Lots Numbered 32 through 39, inclusive, in the Villas of the Marketplace, Section II, as recorded in Plat Book 43, Page 90-92. Also the SW 1.13 acres of the NW¼ of the NW¼ of Sec. 20, T31N, R13E.

4. CHARGES AGAINST EXCESS AREA

Said Sewer, when constructed, will serve additional or excess area, identified as "local Area Benefited" on attached Exhibit "A".

5. CHARGE AGAINST LOCAL AREA

Said Sewer, however, also serves a local or excess area as shown on the attached Exhibit "A". In the event any present or future owner of real estate shall at anytime within fifteen (15) years of the date of this Agreement, desire to use said Sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral or local lines to serve such land, City, through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said local area pay to the City, in addition to the cost of standard tap-in and inspection fees,

the sum of $ 0.062881011/square foot for the area served by each such connection and use, which represents the prorata share of the cost of the extension of the City Sewer to said area. Any amount so collected by the City shall be paid by the City within sixty (60) days of the receipt thereof to the Oeveloper. Developer and City, by and between themselves, mutually agree that Oeveloper may assign its right to receive the reimbursement proceeds if and when collected by the City as called for under this Agreement, provided Oeveloper shall notify the City in writing of such assignment within fifteen (15) days of making same and provided further that such an assignment shall not include an assignment to a receiver or in bankruptcy.

6. LIMITATION ON USE

Said Sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said Sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water run-off caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. CONCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Section 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (I.C. 19-2-7-16, I.C. 19-2-7-17 and I.C. 19-2-7-18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The Oeveloper, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with, or oppose any pending or future annexation by City of any territory now or hereafter owned by him as described in Article 3 herein, or hereafter served by said Sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Oeveloper, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly enacted Ordinance, the said real estate noted in Article 3 herein.

Oeveloper further agrees that any deed, contracts, or other instruments of conveyance made by the Oeveloper, its successors or assigns, transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this Article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the Oeveloper, his successors and assigns, by any grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of the City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the Corporate Limits of City, who connect into the Sewer constructed hereunder, shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with, or oppose any pending or future annexation by City of such land or of the territory in which it is located, or of the area served by said Sewer.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

OEVELOPER:

VILLAS OF THE MARKETPLACE CO.
an Indiana Limited Partnership

BY _____
(Michael W. Thomas) General Partner

* * * *

CITY OF FORT WAYNE

BY _____
(Winfield C. Moses, Jr.)

BOARD OF PUBLIC WORKS

BY _____
(Mark Akers) Chairman

BY _____
(Roberta Anderson Staten)

BY _____
(Herbert R. Gamache)

ATTEST:

_____
(Sandra Kennedy) Clerk

Approved as to form and legality:

_____
(Richard I. Snouffer)
Associate City Attorney

This instrument prepared by EDWARD J. MOPPERT, Attorney at Law.

STATE DF INDIANA)
) SS:
CDUNTY OF ALLEN)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared VILLAS DF THE MARKETPLACE CO., an Indiana Limited Partnership, by Michael W. Thomas, its General Partner, who acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, this 25th day of March, 1980.

Edward J. Moppert
EDWARD J. MOPPERT
Notary Public of Allen County

My Commission Expires:

Sept. 4, 1983

STATE DF INDIANA)
) SS:
CDUNTY OF ALLEN)

BEFDRE ME, the undersigned, a Notary Public in and for said County and State, personally appeared WINFIELD C. MDSES, JR., Mayor; MARK AKERS, Chairman of the Board of Public Works; RDBERTA ANDERSDN STATEN and HERBERT R. GAMACHE, Members of the Board of Public Works; and SANDRA KENNEDY, Clerk of the Board of Public Works, who acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, this 23 day of ~~March~~ April, 1980.

Anne J. Fox
Anne J. Fox
Notary Public of Allen County

My Commission Expires:

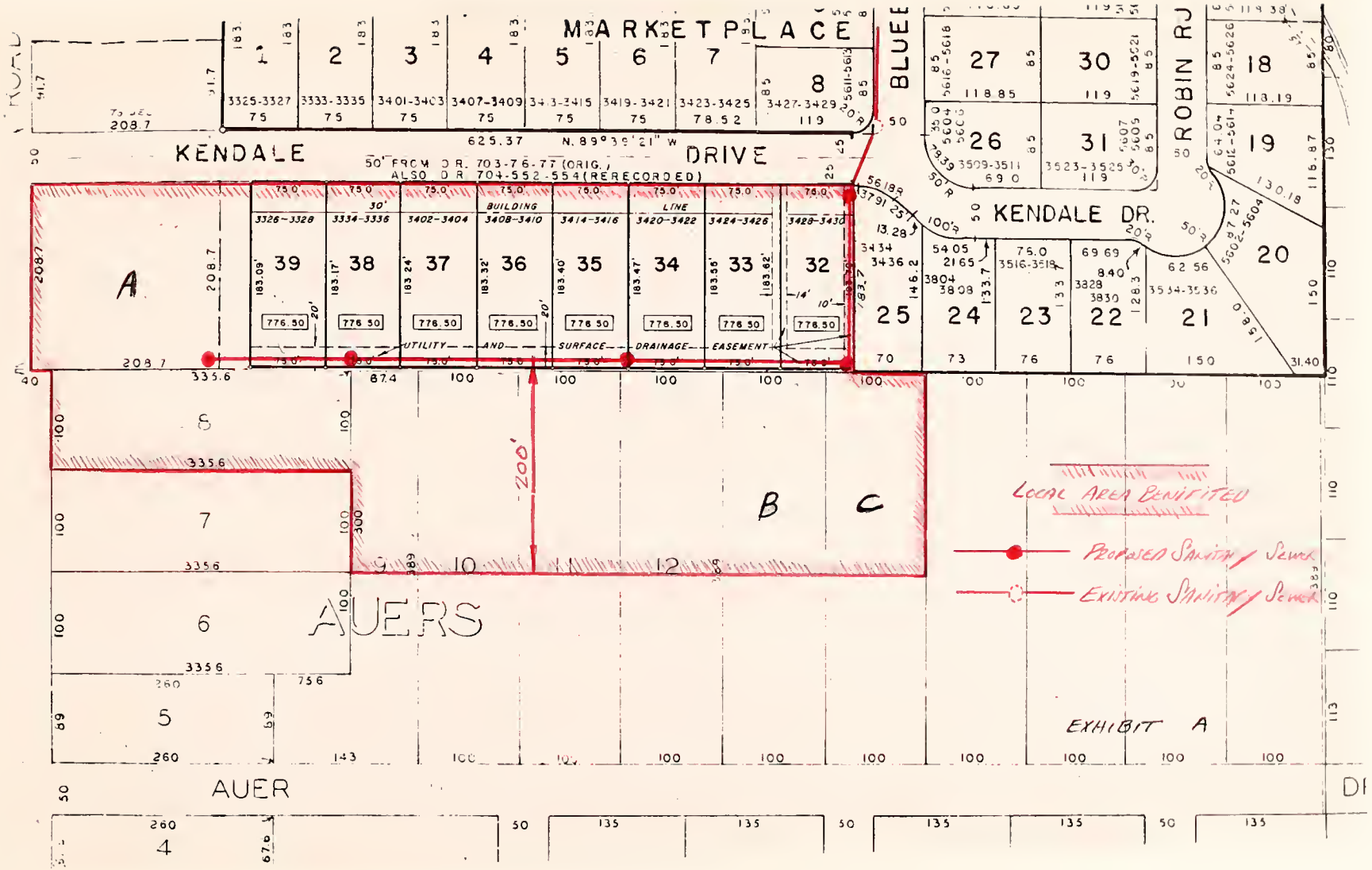
3-6-84

EXHIBIT "A"

Lots 8, 9, 10, 11 and 12 Auer's Addition to the City of Fort Wayne, shown in Plat Book 19, Page 40, along with the following described real estate:

The East 100.0 feet of the West 903.0 feet of the North 389.0 feet of the Southwest quarter of the Northwest quarter of Section 20, Township 31 North, Range 13 East, in Allen County, State of Indiana,

AND ALSO
The East 100.0 feet of the West 803.0 feet of the North 389.0 feet of the Southwest quarter of the Northwest quarter of Section 20, Township 31 North, Range 13 East, Allen County, State of Indiana.


MARKET PLACE
KENDALE DRIVE
50' FROM O.R. 703-76-77 (ORIG.)
ALSO O.R. 704-552-554 (REREC ORDED)
N. 89°39'21" W
625.37
KENDALE DR.
ROBIN RJ
BLUEE
AUERS
AUER
A
B
C
EXHIBIT A
LOCAL AREA BENEFITTED
PROPOSED SANITARY SEWER
EXISTING SANITARY SEWER

BENEFITTED AREA	AREA IN SQ. FEET	PROPERTY OWNERS	LOCAL SEWER EXT. COST PER SQ. FT.	LOCAL SEWER EXT. COST PER P.O.	AREA CONNECTION FEES $580/acre	PROJECT COST TOTAL PER PROP. OWNER 5 & 6
LOTS 32-39 INCLUSIVE & "A"	149,340	VILLAS OF THE MARKET-PLACE CO.	.062881011	9390.65	NA	9390.65
LOT 8	29,560	EDWARD J. & RENEE A. CARR	.062881011	1858.76	393.59	2252.35
LOT 9	13,480	MACK A. & PAMELA J. SHERMAN	.062881011	847.64	179.48	1027.12
LOT 10	20,000	LYNN R. & LAURA S. WEAVER	.062881011	1257.62	266.30	1523.92
LOT 11	20,000	RONALD D. & MARY A. GROVE	.062881011	1257.62	266.30	1523.92
LOT 12	20,000	AUDREY JEAN WALL	.062881011	1257.62	266.30	1523.92
"B"	20,000	MICHAEL L. & MARTHA L. PERRIGUEY	.062881011	1257.62	266.30	1523.92
"C"	20,000	PAUL W. & MABEL K. BARKDULL	.062881011	1257.62	266.30	1523.92

TOTAL 292,380

TOTAL COST OF SEWER

CONSTRUCTION 16,541.25
ENGINEERING 1,843.90

TOTAL 18,385.15

THE ABOVE STATED LOCAL CHARGES DUE BY VILLAS OF THE MARKETPLACE CO. ARE HEREBY WAIVED.

Michael W. Thomas 4-7-80

EXHIBIT A

69-14-14 N.I
4/23/80

S-60-80
5/27/80

AGREEMENT

FOR

PROFESSIONAL ENGINEERING SERVICES

ON

SEWAGE WORKS GRANT NO. C-180599-01

BY AND BETWEEN

CITY OF
FORT WAYNE, INDIANA

AND

CLARK DIETZ ENGINEER, A DIVISION
OF CRS GROUP ENGINEERS, INC.

ACREEMENT

THIS ACREEMENT, by and between the CITY OF FORT WAYNE, INDIANA, acting by and through its Mayor and Board of Public Works, hereinafter referred to as the OWNER, and CLARK DIETZ ENGINEERS, A DIVISION OF CRS GROUP ENGINEERS, INC., hereinafter referred to as the ENGINEER, WITNESSETH THAT:

WHEREAS, the OWNER is in need of and desires certain Professional Engineering Services on Sewage Works grant No. C-180599-01, hereinafter referred to as the PROJECT;

WHEREAS, the ENCINEER agrees to perform the Professional Engineering Services on the PROJECT for such fees as thereinafter set forth; and

WHEREAS, the OWNER agrees to employ the ENCINEER for the Professional Engineering Services as thereinafter set forth in this ACREEMENT.

NOW, THEREFORE BE IT RESOLVED, that the OWNER and the ENGINEER agree to the following terms for the Professional Services on this PROJECT:

ARTICLE 1. SCOPE OF THE PROJECT

For the purpose of this AGREEMENT, the project scope consists of an evaluation of the Facility Plan prepared by the OWNER for the Lakeside Interceptor Project; a copy of which is on file in the Board of Public Works and is by reference incorporated herein and made a part hereof.

ARTICLE 2. DUTIES OF THE ENGINEER

The ENGINEER will:

Review the Facility Plan for the Lakeside Interceptor Project as prepared by the OWNER,

Evaluate sewer sizing based on projected tributary sewer capacities,

Perform cost-effective analysis and evaluation of various sewer routings as contained in the Facility Plan, and

Attend all necessary meetings and coordinate with regulatory agencies for approval of the Facility Plan as modified.

ARTICLE 3. DUTIES OF THE OWNER

The OWNER shall make available all information and records which may be used by the ENGINEER in performing the engineering services authorized by the OWNER.

The OWNER shall designate an individual with full authority to speak for the OWNER to coordinate all activities of the ENGINEER as they relate to the OWNER.

The OWNER shall complete necessary work to provide an environmental assessment and evaluate the project impact on local historic and archaeological values.

The OWNER shall prepare responses as required to regulatory agencies' previous comments on the Facility Plan.

ARTICLE 4. PAYMENTS TO THE ENGINEER

The OWNER will pay the ENGINEER for basic services performed under ARTICLE 1, a lump sum fee of Five Thousand Dollars ($5,000).

Payment on account of all fee for basic services shall be made monthly upon presentation of the ENGINEER's statement. The monthly statements will be based on estimated completion of the work.

ARTICLE 5. SUCCESSORS AND ASSIGNMENTS

The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the OWNER nor the ENGINEER shall assign, sublet or transfer his interest in this Agreement without the

written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

ARTICLE 6. TERMINATION OF THIS AGREEMENT

Either of the parties hereto may terminate this Agreement at any time upon not less than ten (10) days written notice to the other party. In the event this agreement is terminated prior to completion of the work, a final payment shall be made to ENGINEER which, when added to any payments previously made, shall equal the total percentage of work satisfactorily completed.

All data, materials and analyses prepared or produced by the ENGINEER herein shall become the exclusive property of the OWNER. ENGINEER shall have no rights in or claim against said OWNER for said data, materials and analyses prepared or produced for OWNER.

ARTICLE 7. EXECUTION

The OWNER and the ENGINEER do hereby agree to full performances of the above covenants.

IN WITNESS WHEREOF, the parties hereto do execute this AGREEMENT this 23rd day of April, 1980.

CITY OF FORT WAYNE, INDIANA (OWNER)

By: _____
Win Moses, Jr., Mayor

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

_____
Mark L. Akers, Chairman

_____
Herbert R. Gamache, Member

_____
Roberta Anderson Staten, Member

ENGINEER:

CLARK DIETZ ENGINEERS, DIVISION
CRS GROUP ENGINEERS, INC.

_____
Vice President

ATTEST:

_____
Assistant Secretary

Approved as to Form & Legality

_____
Associate City Attorney

ATTEST:

_____
Sandra Kennedy, Clerk,
Board of Public Works

Memorandum

To BOARD OF PUBLIC WORKS Date APRIL 9, 1980

From PHILIP R. BOLLER, CHIEF WATER POLLUTION CONTROL ENGINEER

Subject AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES S-60-80
SEWAGE WORKS GRANT NO. C-180599-01

COPIES TO:

5/27/80

The attached agreement for professional engineering services on Sewage Works Grant No. C-180599-01 for the preparation of the Lakeside Study Area Modified Facility Plan by Clark Drietz is submitted in triplicate for endorsement by our Associate City Attorney and execution by the Mayor and the Board of Public Works.

Prior approval of the agreement was obtained from council on March 25, 1980. We have reviewed its contents and recommend its execution.

Respectfully submitted,

Philip R. Boller, P.E.
Chief Water Pollution Control Engineer

PRB/bb

att.

NOTED
☐ M.L.A.
☐ R.A.S.
☐ H.R.G.
Date_____

BOARD OF PUBLIC WORKS
APR 9 1980

Facility Plan for Sale

Council 5/13/80 to Mayor for sig

69-14-14
4/23/80

1

TO: DICK SNOUFFER

April 15, 1980

RE: #6730

N.G.

1. (a) Opening line and (b) signature page - - add the Mayor who must also sign, i.e.

(a) "By and thru its Mayor and Board of Public Works"

(b) "_____"
WIN C. MOSES, JR., MAYOR

when a contract is drafted by outsiders they usually miss this point.

2. In the first recital (p.3) refer to where the city's copy of the plans and specs are on file and incorporate them by reference. (or do it in Article 1, p. 4.)

3. Article 4, p.4 - monthly payments - consider adding a 10% retention up to the final payment (to be deposited in escrow if need be)

4. Article 7, p.6 is useless without a Performance bond behind it. Such bonds, tho, are not usual for this kind of work. It should depend on how Boller and the Board of Public Works feel about this outfit.

5. There should be added a clause plainly stating that all data, materials, analyses prepared or produced by the Engineer is the exclusive property of the city, whether delivered or not and the engineer have no rights in or claim against them. So, if there is a termination (Article 6., p. 6), the city can hire someone else to pick up where these people left off and go on to finish the job. After all the city will have paid for it.

[redacted]

P.W.P.

4-18-80

PWP/dbl

To the Board
Corrected + ready for signature.
Please note Item 4
Eleanore

69-8-16 H.I
4/14/80

SIDEWALK IMPROVEMENT RESOLUTION

No. 5860-80

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to construct sidewalk ~~on~~ fronting and along the west side of 826 Nuttman Avenue (O.S. Hannas Addition, Lot #46) at 75% property owner cost and 25% city cost; also, the northeast corner walk at Nuttman and Indiana at 100% city cost.

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost of said improvement shall be assessed upon the real estate abutting on said 75% of O.S. Hannas Addition, Lot #46 as above described and upon the City of Fort Wayne, Indiana, if the said city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof. 25%

Assessments, if deferred, are to be paid in ten equal installments, with interest at the prevailing rate ~~of six per cent~~. per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the City from the assessments for such improvement, or such moneys as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this 14th day of April, 1980

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

CALHOUN PRESS

Form 1929 City Paid

69-8-15 H.I.
4/14/80

Improvement Resolution

FOR STREET ~~OR ALLEY~~

No. 5871 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve traffic geometrics and signalization at Progress Road and S.R. #3

all in accordance with the profile, detail-drawing and specifications on file in tbe office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne.

Adopted, this 14th *day of* April, 1980

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

CALHOUN PRESS

Form 1929 City Paid

69-8-14 H.I. 4/14/80

Improvement Resolution.

FOR STREET OR ALLEY

No. 5859 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve and restore Davis Street with brick, as originally built, from Main Street to Mary Street.

(Areas to be restored will be marked in the field by the Project Engineer)

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 14th *day of* April, 1980

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

CALHOUN PRESS

69-7-6 N.I 4/14/80

80-011005

DULY ENTERED FOR TAXATION
MAY 23 1980
Gloria J. Gaeglein
AUDITOR OF ALLEN COUNTY

5-50-80
5/13/80

AGREEMENT FOR SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 14th day of April, 1980, by and between Hamilton Hunter, Inc., hereinafter referred to as "OEVELOPER", and the CITY OF FORT WAYNE, INOIANA, an Indiana municipal corporation, hereinafter referred to as "CITY",

WITNESSETH:

WHEREAS, the DEVELOPER desires to construct a sanitary sewer described as follows:

Sanitary Sewer

Beginning at an existing manhole located 12± L.F. north of and 21± L.F. west of the Northeast corner of Lot #9 Northway Gardens Addition; thence southeasterly 25± L.F. to a proposed manhole located on the East property line of said Lot #9 4± L.F. south of the Northeast Corner; thence Easterly 1412± L.F. terminating at a proposed manhole located 7± L.F. east of and 4± L.F. south of the Northwest corner of Lot #24 of said Northway Gardens Addition.

ALLEN COUNTY RECORDER

Said sanitary sewer shall be 8 inches in diameter, in accordance with plans, specifications, and profiles heretofore submitted to the CITY and now on file in the Office of the Chief Engineer of the Water Pollution Control Engineering Oepartment of the CITY and known as Northway Gardens Addition Sanitary Sewer Extension, which plans, specifications and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the DEVELOPER has an interest, but also adjoining land areas

WHEREAS, the cost of construction of said sewer is represented to be $31,403.00 composed of $29,963,00 for construction costs and $1,440.00 for consultant engineering.

NEW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The DEVELOPER shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles,

450 cBK

Call Ken - 7061

all approved by the CITY, under private contract with CITY approval. All work and materials shall be inspected by the CITY and conform with all CITY standards and specifications. Upon completion, said sewer shall become the property of CITY and all further maintenance thereafter shall be borne by the CITY.

2. COST OF CONSTRUCTION

The OEVELOPER agrees to pay the entire cost and expense of construction of said sewer, in cash, and to hold the CITY harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer, when accepted by the CITY, will initially serve the following described real estate of the OEVELOPER:

Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37, 38, 39, located in Northway Gardens Addition.

As the OEVELOPER will pay for the entire cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer, or the use thereof, by the present or future owners of said aforedescribed real estate, except as to such standard tap-in and inspection fees as are customarily charged by the CITY for connections to CITY sewer main.

An area connection charge of $475.00 per acre must be paid to CITY at the time of connection by the DEVELOPER for area aforedescribed which is served by the herein described sanitary sewer. The area connection charge represents the oversizing cost expended by CITY for St. Joseph Interceptor Resolution 61-140-11

4. CHARGE AGAINST EXCESS AREA

Said sewer, however, also serves an additional or excess area as shown on the attached Exhibit "A". In the event any present or future owner of real estate shall at any time within fifteen (15) years of the date of this agreement, desire to use said sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral or local lines to service such land, CITY, through its duly constituted authorities, before permitting such use,

shall require by contract or assessment, as may be appropriate, that such owner or owners of said excess area pay to the CITY, in addition to the costs of standard tap-in and inspection fees, the sum of $0.06971 H/H ~~$0.07807~~ per square foot for the area served by each such connection and use, which represents the pro rata share of the cost of the extension of the CITY sewer to said area. Any amount so collected by the CITY shall be paid by the CITY within sixty (60) days of the receipt thereof to the DEVELOPER.

An area connection charge of $475.00 per acre must be paid to CITY at the time of connection by any such owner or owners of any excess area sought to be served by the herein described sanitary sewer. This area connection charge is in addition to the local charge as set forth above, and represents the oversizing cost expended by CITY for St. Joseph Interceptor Resolution 61-140-11.

5. BOND

This contract is subject to DEVELOPER furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer, said bond to serve as a guarantee of said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the CITY.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water run-off caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OR RIGHT TO REMONSTRATE AGAINST ANNEXATION

The DEVELOPER, for itself, its successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of any territory now or hereafter owned by him, ~~as described in Article 3 herein~~.

The DEVELOPER further agrees that any deeds, contracts, or other

instruments of conveyance made by the DEVELOPER, its successors or assigns transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the DEVELOPER, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee or contract purchaser and their successors in title.

The DEVELOPER further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of CITY as hereinafter provided. Any owner or owners of property which is now, or hereafter, located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Section 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (I.S. 19-2-7-16, I.C. 19-2-7-17 and I.C. 19-2-7-18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approvalby the Common Council of City, by duly adopted ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

CORPORATE SECRETARY:
JOY M. HUNTER

Attest Joy M. Hunter
Joy M. Hunter

DEVELOPER: HAMILTON HUNTER, INC.

By Hamilton Hunter Jr.
Hamilton Hunter, Jr., President

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Hamilton Hunter, Jr., and Joy M. Hunter, as President and Corporate Secretary, of Hamilton Hunter, Inc., ~~by~~ who acknowledged the execution of the foregoing agreement for sewer extension as and for its voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 11 day of March 1980.

Donald A Ankenbruck
NOTARY PUBLIC Donald A Ankenbruck
Resident of Allen County

My Commission Expires:
October 19, 1982

CITY OF FORT WAYNE, INDIANA

By _____
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS

By _____
MARK L. AKERS, CHAIRMAN

By _____
HERBERT R. CAMACHE, MEMBER

By _____
ROBERTA ANDERSON STATEN, MEMBER

ATTEST:

_____
SANDRA E. KENNEDY, CLERK

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned a Notary Public, in and for said County and State, personally appeared Win Moses, Jr., Mark L. Akers, Herbert R. Gamache and ~~Roberta Anderson Staten~~, known to me to be the Mayor and the Members of the Board of Public Works, and Sandra E. Kennedy, Clerk of the Board, said Board of the City of Fort Wayne, Indiana, respectively, and acknowledged the execution of the foregoing contract to be the voluntary act and deed of said City.

WITNESS my hand and Notarial Seal this 14 day of April, 1980.

_____
Notary Public Anne J Fox
Resident of Allen County, Indiana

My Commission Expires:

3-6-84

APPROVED AS TO FORM & LECALITY:

_____
ASSOCIATE CITY ATTORNEY Richard Snouffer

"A"

OWNED BY DEVELOPER

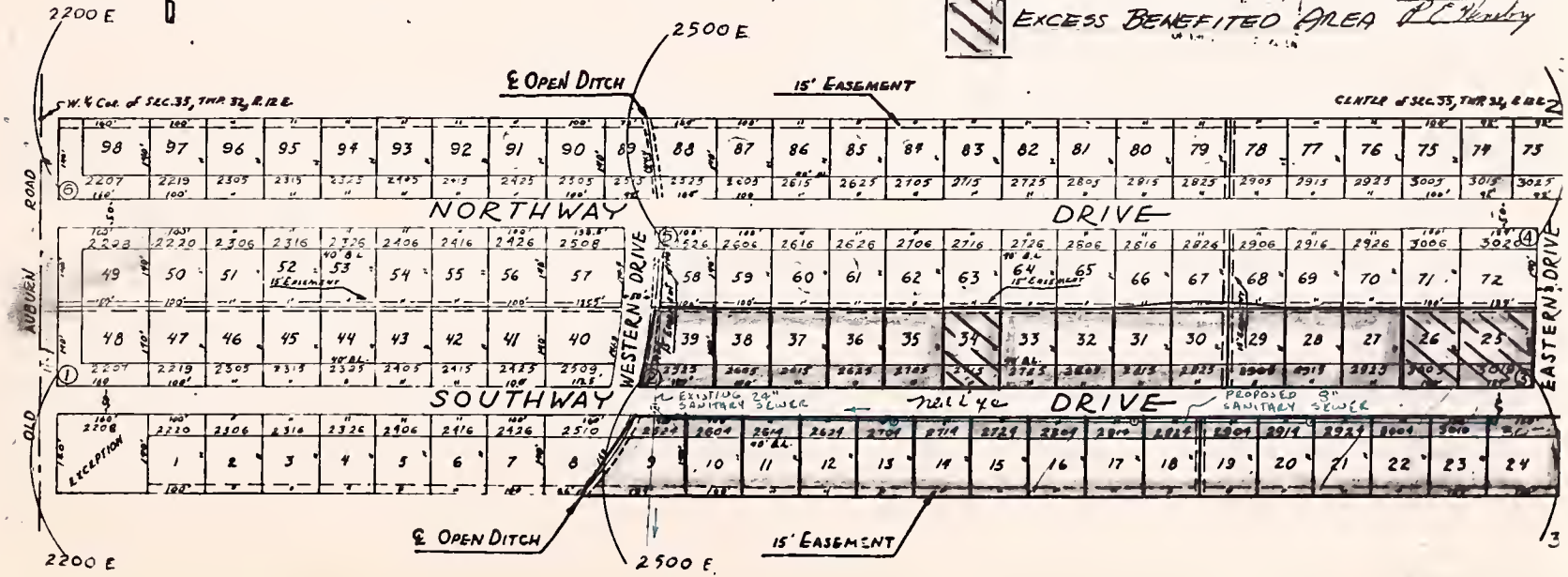
NORTHWAY GARDENS

ADDITION

Approved by the Board of Allen County Commissioners

Samuel Cook

EXCESS BENEFITED AREA



BENEFITTED AREA	PROPERTY OWNERS	LOCAL SEWER EXT. COST PER SQ. FT.	AREA IN SQ. FT.	LOCAL SEWER EXT. COST PER P.O.	AREA CONN. FEES DUE CITY UTIL @ 475/Ac	PROJECT COST TOTALS PER PROP. OWNER
Lot 9	Hamilton Hunter, Inc.	0.06971	19,180	1337.10	209.17	1546.27
10	" " "	"	14,000	976.01	152.66	1128.67
11	"	"	"	"	"	"
12	"	"	"	"	"	"
13	"	"	"	"	"	"
14	"	"	"	"	"	"
15	"	"	"	"	"	"
16	"	"	"	"	"	"
17	"	"	"	"	"	"
18	"	"	"	"	"	"
19	"	"	"	"	"	"
20	"	"	"	"	"	"
21	"	"	"	"	"	"
22	"	"	"	"	"	"
23	"	"	14,000	"	"	"
24	"	0.06971	18,200	1268.78	198.48	1467.26
25	Wallace W. Ruggles	0.06971	18,760	1307.82	204.59	1512.41
26	"	0.06971	14,000	976.01	152.66	1128.67
27	Hamilton Hunter, Inc.	"	"	"	"	"
28	"	"	"	"	"	"
29	"	"	"	"	"	"
30	"	"	"	"	"	"
31	"	"	"	"	"	"
32	"	"	"	"	"	"
33	"	"	"	"	"	"
34	Robert L. Jones	"	"	"	"	"
35	Hamilton Hunter, Inc.	"	"	"	"	"
36	"	"	"	"	"	"
37	"	"	"	"	"	"
38	"	"	"	"	"	"
39	Hamilton Hunter, Inc.	0.06971	16,310	1137.03	177.87	1314.90
			450,450	31,403.00	4911.93	36314.93

The tap in fees for those lots owned by Hamilton Hunter, Inc. are hereby waived.

Hamilton Hunter Jr

FRONT

Wednesday, April 9, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra Kennedy

Received Minutes of Meeting held on Wednesday, April 2, 1980 at 9:00 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received sidewalk application: — Approved and permits issued.

N.W cor. Archer & Wells ----------Carrington & Assoc.
S.E. Cor. Eastbrook & Edgewood-----Carrington & Assoc.
4320 Fairfield --------------------Carringto & Assoc.
S.W. cor Fairfield & Berry --------Carrington & Assoc.
Jones Street ----------- ----------Carrington & Assoc.
1714 Loughnest --------- ----------Kirk Scheeler
1309 Sommerset --------------------Carrington & Assoc.
4010 N. Washington Rd. /Loughnest--Kirk Scheeler
SW cor. Webster & Branning --------Carrington & Assoc.

4. Received driveway applications: — Approved and permits issued.

1714 Lough Nest ---------- Kirk Scheeler
4010 N. Washington Rd. /LoughNest---Kirk Scheeler

5. Received street cut applications: — Approved and permits issued.

Avondale & McKinnie (prkstrp) ----------		C.U.
4908 Christopher Lane	---	NIPSCO
1701 Cortland (prkstrp)	---	C.U.
W. of 2507 Dexter on Autumn View	---	NIPSCO
5205 Forest (prkstrp)	---	C.U.
Fox and Plymouth (prkstrp)	---	"
Harrison & Pettit "	---	"
Hillside & Sallie "	---	"
2100 John "	---	"
Kinnaird and Beaver "	---	"
Kinsmoor & Beaver "	---	"
Kinsmoor & Beaver	---	"
Larch Lane, Thaxton Pl. and Wood Rim	---	NIPSCO
Lillie & Baxter (prkstrp)	---	C.U.
McClellan & Fairfax (prkstrp)	---	"
1200 Nelson (prkstrp)	---	"
Nelson & Wilt (prkstrp)	---	"
N. driving lane of New Haven bet. Holly and Fleetwood	---	Gen. Tele.
4010 N. Washington (prkstrp)	---	C.U.
Packard bet. Broadway and Beaver -------		"

Paulding Rd. (4)	----------Gene Keller Const.
2806 Plaza	---C.U.
3105 Robinwood	---NIPSCO
1522 Rosemont (prkstrp)	---C.U.
Second at Wells (prkstrp)	--- "
1242 Sheridan Ct.	---NIPSCO
Turtle Creek Dr.	---Gene Keller Const.
Wayne & Harrison	---C.U.
3709 Wayne Trace (2)	--- "
Webster & Pettit (prkstrp)	--- "
1418 Webster (prkstrp)	--- "
1020 U.S. 30 W.	--- "
1800 blk. Fairfield Ave.	---Oehner Const. Co.
7004 Old Trail Rd.	---NIPSCO
1114 Grant	--- "
1025 Eckart	--- "
1414 Hayden	--- "
4025 Smith	--- "

6. RECEIVE BIOS:

Street Lighting Resolution No. 140-8D for Northwest Central Phase IV Impact Area more specifically identifed as Barthold Street from Spring Street to Huffman Street, Geller Street from Spring Street to Huffman Street, Kelley Street from Spring Street to Huffman Street, Short Street from Spring Street to Huffman Street, Clark Street from High Street to the alley north of Second Street, Orchard Street from High Street to Third Street, Marion Street from High Street to Third Street and Second Street from Clark Street to Wells Street.

N.G. GILBERT CORP. --------- $39,310.DO

T & F CONSTRUCTION CORP. ----$46,632.DO

Referred to the Street Lighting Engineering Department for tabulation and report.

Award contract on Wednesday, April 16, 1980 at 9 a.m.

7. RECEIVE BIOS:

Improvement Resolution No. 5865-80 for repairing concrete pavement on Fairfax from Fairfield to South Wayne:

BROOKS CONST.	---$28,608.80
L. W. DAILEY, INC.	--- 19,574.40
JOHN DEHNER, INC.	--- 17,479.7D
Hipskind Asphalt Corp.	--- 22,036.00
Hipskind Concrete	--- 17,835.90
Rieth-RILEY CONST. CO.	--- 18,718.90
SIMERMAN CONST. CO.	--- 18,404.40
SPEARS-OEHNER, INC.	--- 19,082.50

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, April 16, 1980 at 9 a.m.

8. RECEIVE BIOS:

Improvement Resolution No. 5866-80 for installation 450 L.F. of guardrail at the northeast corner of Illinois Road and Lindenwood Avenue:

ARROW FENCE COMPANY	---	$4,050.00
FEN GUARD, INC.	---	$4,050.00
PRIME CONST. CO.	---	5,481.00

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, April 16, 1980 at 9 a.m.

9. Received tabulation and recommendation prepared by the Water Engineering Department for Water Resolution No. 1017-79 for the installation of water mains in and along Ludwig Park Drive from an existing 6" water main on Sharon Drive westward 468 ± L.F.

Continued indefinitely until Water Engineer contacts property owners.

10. Received rates for City Parking Garage and Lots effective June 1, 1980 submitted by the Parking Administrator.

Approved. On file in the Board of Public Works.

11. Received Invoice #70-10-210-01-19 of McNamee, Porter and Seeley, Consulting Engineers, in the amount of $17,966.96 approved by Director of Water Resources covering engineering services for general and resident engineering for Water Works Improvements in accordance with contract betweenthe City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977. Invoice is for the month of February, 1980.

Approved and ordered City Utilities to pay invoice from Water Utility Fund.

12. Received recommendation from Water Pollution Control Engineer for cancelling Sewer Resolution No. 308-79 (Ranchwood, Phase 2). Board Order No. 90-79 for this project is also recommended to be canceled.

Approved.

13. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Brooks Construction Company, Inc. with Guaranty Bond in the amount of $3,250.00 signed by United States Insurance Company for Janitor's Supply and Mike's Car Wash Storm Sewer - 4915 Speedway Drive..

Approved.

Ordered acceptance letter written.

14. Received request from Charlie Miller, Safety Division, Post Office, 1302 Harrison, for permission to barricade 1300 block Harrison Street between Douglas and Brackenridge (both sides) on Tuesday, April 15, 1980 after 3:00 p.m. until midnight.
PURPOSE: Stop traffic congestion because of tax deadline.

Approved and permit issued.

15. Received a request from Gordon Smith - Emmanuel Baptist Church, McKinnie and Hessen Cassel, for permission to hold a parade on Sunday, April 27, 1980 at 12:00 Noon. Route to be traveled: South on Hessen Cassel - right onto Maples Road to U.S. 27 to lot East of Southtown Mall before Old Decatur Road.
PURPOSE: Dedication of Land.

Approved and permit issued.

16. Permission is granted to Police Department, City of Fort Wayne Police Department, to use the following property:
South half of 21.96 acres, Richardville Reserve, West of St. Mary's River, T30N, R12E (located at Bluffton and Winchester Roads) for the period beginning on the 8th day of April, 1980 and ending on the 31st day of December , 1980.
PURPOSE: Police use only.

Approved and permit issued.

Meeting adjourned at 10:30 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Thursday, April 10, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache, R.A. Staten
Sandra Kennedy

1. HEARING ON CONFIRMATION:

Sewer Easement Improvement Resolution No. 172-80 for the condemnation of a permanent sewer easement for the purposes to construct, operate, control and maintain a sanitary sewer line along and across a portion of the Northwest Quarter of Section 31, Township 30 North, Range 13 East all, of which is totally bounded within South Dellwood Park Addition.

CONFIRMED.

Ordered the Water Pollution Control Engineering Department to prepare Assessment Roll of Benefits and Damages.

2. Engineering proposals were received for Lakeside Study Area Design from the following Consulting Engineers:

RONALD L. BONAR & ASSOC., INC.
CLARK DIETZ ENGRS., INC.
REID, QUEBE, ALLISON, WILCOX & ASSOC.
CLYDE E. WILLIAMS
WILLIAMS & WORKS

Ordered these proposals be submitted to the Selection Committee for the next step in the selection procedure.

3. Received quotation from the Purchasing Agent for the proposed purchase of two Tandem Chasis and two dump bodies and hoists for the Water Maintenance Service Department:

TRUCK:
Allen County Motors ---------$36,546.16
Hefner Chevrolet, -----------$32,958.00
General Truck Sales ---------$33,474.62
International Harvester------$40,228.68

DUMP BODY & HOIST:
Ernst Truck Equipment -------$11,006.40
Hoosier Truck Equipment, Inc.$10,862.00
W.A. Jones & Son ------------$10,792.00
Truck Engineering .----------$10,604.30

Through the recommendation of the Purchasing Agent the bids of Hefner Chevrolet, Inc. was accepted under Purchase Order No. 2037 and W.A. Jones was accepted under Purchase Order No. 2036.

Ordered sent to the Common Council on Tuesday, April 22, 1980 at 8:00 p.m.

Meeting adjourned at 4:45 p.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Monday, April 14, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache, R.A. Staten
Sandra E. Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway applications: — Approved and permits issued

5410 Coldwater Road ----------Brooks Const.
1909 Jessie Ave. --------.-----Pfeiffer Const. Co.

4. Received street cut applications: — Approved and permits issued.

Arcadia & Webster (prkstrp)	--- C.U.
600 Anderson (prkstrp)	--- "
324 Brandriff (prkstrp)	--- "
Catalina & Riviera (prkstrp)	--- "
909 Charlotte (prkstrp)	--- "
N. Clinton approx. 200' S/ Parnell	--- Gen. Tel.
3731 Elmhurst	--- Paul Eickhoff
N / 2834 S. Hanna (prkstrp)	--- C.U.
1827 S. Harrison	--- NIPSCO
Hillside S/at Delaware	--- C.U.
1001 E. Lewis	--- "
McKee, E/ Gay	--- "
2710 Mauldin (prkstrp)	--- "
Ohio & Summit (prkstrp)	--- "
Parkhill & Constance (prkstrp)	--- "
Intersec. S.R. #3 and Progress Rd.	--- Gen. Tel.
Prospect & Spy Run (prkstrp)	--- C.U.
1932 Reckeweg (prkstrp)	--- "
W/ 3605 Stafford on Sherborne Blvd.	--- NIPSCO
3021 Smith	--- C.U.
2702 Spring (prkstrp)	--- "
2426 Gay	--- NIPSCO
5323 Standish	--- "
5018 Hemlock	--- "
1126 Camp Ellen	--- "
2826 Weisser Park	--- "

5. Received invoice #10 of Spears Dehner, Inc. in the amount of $7,719.05 approved by the Street Engineering Department covering work on Resolution No. 5835-79 FERNHILL AVENUE.	Approved and ordered paid from LRS Account #329.
6. Received Agreement for Sewer Extension between Hamilton Hunter, Inc. (Developer) and City of Fort Wayne for the construction of sanitary sewer in area of Northway Gardens Addition.	Approved. Ordered sent to the Common Council Tuesday, April 22, 1980 at 8:00 a.m.
7. Received invoice No. 8 of Shambaugh & Son, Inc. in the amount of $34,176.84 approved by the McNamee, Porter and Seeley, Consulting Engineers, covering work on Contract 77-W-3 - WATER WORKS IMPROVEMENETS - ST. Joseph Dam & Pump Station.	Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.
8. Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts - Write-offs as per list submitted: Water - $5565.26 and Sewer - $3513.22 (total: $9,078.48)	Approved.
9. Received invoice #8 of Spears-Dehner, Inc. in the amount of $10,268.54 approved by the Street Engineering Department covering work on Fernhill Avenue - Improvement Resolution No. 5835-79. Period: 12/31/79 to 2/3/80.	Approved and ordered paid from LRS Account #329.
10. Received invoice #9 of Spears-Dehner, Inc. in the amount of $6,875.78 approved by the Street Engineering Department covering work on Fernhill Avenue - Improvement Resolution No. 5835-79.	Approved and ordered paid from LRS Account #329.
11. Received Invoice of Clyde E. Williams & Associates, Inc. in the amount of $396.00 approved by the Street Engineering Department for professional services in accordance with the November 6, 1978 Engineering Agreement and the January 18, 1979 letter of authorization regarding Crescent Avenue (services from 11-26-79 thru 3-1-80).	Approved and ordered paid by LRS Account #317.
12. Received invoice #4 of T & G Excavating, Inc. in the amount of $17,786.43 approved by the Water Pollution Control Engineering Department covering work on Sewer Resolution No. 307-79 Ranchwood Phase I Sanitary Sewer.	Approved and ordered paid by City Utilities form WPC Utility Fund in the amount of $17,786.43. Also ordered the amount of $1,976.27 paid to Escrow Account at Anthony Wayne Bank (Attention Howard Zimmerman).
13. Request was received from Zumbrum Construction Company, 3110 Edward Street for permission to barricade sidewalk on Harrison in front of Stoners at all times from April 14 to May 2, 1980 (will remove on weekends).	Approved and permit issued.

14. Received Street Improvement Resolution No. 5859-80, final plans, estimate and specifications prepared by the Street Engineering Department for improving and restoring Davis Street with brick, as originally built, from Main Street to Mary Street. (CITY PAID).

Approved and adopted.

Advertise Notice to Contractors April 18 and 25th, 1980.

Receive bids on Wednesday, April 30, 1980 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

15. Received Street Improvement Resolution No. 5871-80, final plans, estimate and specifications prepared by the Street Engineering Department for improving traffic geometrics and signalization at Progress Road and S.R. #3. (CITY PAID).

Approved and adopted.

Advertise Notice to Contractors April 18 and 25th, 1980.

Receive bids on Wednesday, April 30, 1980 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

16. Received Sidewalk Improvement Resolution No. 5860-80, final plans, specifications, estimate and property ownership list prepared by the Street Engineering Department for constructing sidewalk fronting and along the west side of 826 Nuttman Avenue (O.S. Hannas Addition, Lot #46) at 75% property owner cost and 25% city cost; also the northeast corner walk at Nuttman and Indiana at 100% city cost.

Approved and adopted.

Advertise Notice to Property Owners April 18 and 25th, 1980.

Hearing on Confirmation Thursday, May 8, 1980 at 3:30 p.m.

Mail notice on April 25, 1980.

Meeting adjourned at 10:25 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Wednesday, April 16, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M. L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra Kennedy

Received Minutes of Meetings held on Wednesday, April 9, 1980 at 9 a.m. and Thursday, April 10, 1980 at 3:30 p.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received driveway application:

1032 Larch Lane ----------Albert Johnson
6825 Mimosa Lane (Access on Tulip Tree Rd.)---Robt. W Maassel

Approved and permits issued.

4. Received tabulation and recommendation prepared by the Street Light Engineering Department for Street Lighting Resolution No. 140-80 for installation of street lighting in Northwest Central, Phase IV Impact Area.

Award contract to N. G. Gilbert at and for their bid in the amount of $39,310.00 subject to councilmanic approval.
Order the Street Lighting Engr. Department to prepare contract.

5. Received tabulation and recommendation prepared by the Street Engineering Department for Street Improvement Resolution No. 5865-1980 for repairing concrete pavement on Fairfax Avenue from Fairfield to South Wayne.

Award contract to John Oehner, Inc. at and for their bid in the amount of $17,479.70 subject to councilmanic approval.
Ordered the Street Engr. Dept. to prepare contract.

6. Received tabulation and recommendation prepared by the Street Engineering Department for Improvement Resolution No. 5866-1980 for installing 450 L.F. of guardrail at the northeast corner of Illinois Road and Lindenwood Road.

Award contract to Arrow Fence Company at and for their bid in the amount of $4,050.00.

Ordered the Street Engineering Department to prepare contract.

7. The Selection Committee for the Lakeside Study Area Facility Plan conducted oral interviews Tuesday, April 15, 1980, with the Consulting Engineering firms who had submittee proposals to the Board of Public Wroks on April 10, 1980.

It is the recommendation of the Selection Committee to award the Step 2 engineering work to the Consulting Firm of Clark Dietz Engineers, Inc.

Approved and ordered the Chief Water Pollution Control Engineer to notify both the accepted engineering firm and the rejected engineering firms of selection.

8. Received invoice #6 of Consolidated Rail Corporation in the amount of $23,610.87 prepared and approved by the Street Engineering Department covering crossing, light signals and short arm gates at Fernhill Avenue extended - Fourth Street Branch - Resolution No. 5835-79.	Approved and ordered paid from LRS Account #329.
9. Received petition for Lincolndale Addition Sewer Extension.	Ordered Water Pollution Control Engineering Department to investigate and report. Board Order No. 25-80.
10. Received invoice from Allen County Highway Department of Butler, Fairman & Seufert, Inc., in the amount of $2,421.95 (59% participation based on agreement) regarding ACR-4-71 St. Joe Road (SR #37 to Evard Road and according to contract dated October 29, 1979).	Approved and ordered paid from LRS Account #316.
11. Received quotations from the Purchasing Agent for the proposed purchase of 750,000 window envelopes and 750,000 remittance envelopes for the Office Services Department: WESTVACO U.S. Envelope Co.----------$11,992.50 BOISE CASCADE ENVELOPES ----------$11,992.50	Through the recommendation of the Purchasing Agent the bid of WESTVACO U.S. Envelope Company was accepted under Purchase Order No. 002107 in the amount of $11,992.50. Ordered sent to the Common Council on Tuesday, April 22, 1980 at 8 p.m.
12. Received quotations from the Purchasing Agent for the proposed purchase of one 4-door Sedan Mid-size automobile for the Street Lighting Engineering Department: ALLEN COUNTY MOTORS ----------$6,044.81 HEFNER CHEV., INC. ----------$6,730.00 POINSATTE MOTORS, INC. ----------$6,253.00 DeHAVEN CHEVROLET ----------$6,106.53	Through the recommendation of the Purchasing Agent the bid of DeHaven Chevrolet, Inc. was accepted under Purchase Order No. 002055 in the amount of $6,106.53. Ordered sent to the Common Council on Tuesday, April 22, 1980 at 8 p.m.
13. Received Assessment Roll of Benefits and Damages prepared by the Water Pollution Control Engineering Department for Sewer Easement Resolution No. 172-80 - South Dellwood Park Addition.	Approved and Board finds that the amount of damages to each property listed on said Roll are equal to the amount of $1.00 each and the assessment of said benefits and damages are so ordered. Notices to be served on 25th of April, 1980. Hearing on Confirmation of Assessment Roll Thursday, May 8, 1980 at 3:30 p.m.

14. SEWER TAP AGREEMENT REIMBURSEMENT:

Permission is hereby granted to Brotherhood Mutual to tap a sewer to serve 6400 Brotherhood Way. Said permission is conditioned upon the payment of the sum of $12,727.63 to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. S-334-69, dated the 29th day of August, 1969 who is party of said contract by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with WATER/SEWER SERVICE PERMIT ROOM.

Approved.

Ordered the City Utilities to remit the sum of $12,727.63 to G.T.E. Oata Services Corp., P.O. Tampa, Florida, 33601, which sum was deposited with the City by the applicant to be distributed as set out in the Special Sewer Tap Agreement.

15. SEWER TAP AGREEMENT REIMBURSEMENT:

Permission is hereby granted to Trans-Am. Corp. to tap a sewer to serve Shannon Side Section II. Said permission is conditioned upon the payment of sum of $2,239.49 to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. S-456-70, dated the 17th day of March, 1970 who is party of said contract by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with WATER/SEWER SERVICE PERMIT ROOM.

Approved.

Ordered the City Utilities to remit the sum of $2,239.49 to Trans-Am Oevelopment Corp. which sum was deposited with the City by the applicant to be distributed as set out in the Special Sewer Tap Agreement.

16. Received petition for replacement of curbing in the area of 1824 Orexel Avenue.

Approved.

Ordered the Street Engineering Oepartment to investigate and report.

Board Order No. 26-80 issued.

Meeting adjourned at 10:15 a.m.

ATTEST:

Sandra E. Kennedy
Clerk

BOARD OF PUBLIC WORKS

Wednesday, April 23, 1980

Department of Public Works
Office of the Board
Regular meeting held at 9:00 a.m.
Room 910, City-County Building

M.L. AKERS, H. R. GAMACHE, R. A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra E. Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Fin

3. Received street cut applications:

Approved and permits issue

Archwood, N/Brighton (prkstrp)	--- C.U.
503 Brackenridge (alley	--- NIPSCO
3433 Butler	--- "
2025 Cherokee (prkstrp)	--- C.U.
Coliseum at Pontiac N & S (2)	--- "
3131 Fairfield	--- NIPSCO
2426 Gay	--- "
Hazelwood & Carew (prkstrp)	--- C.U.
Pontiac S/2616 S. Lafayette	--- NIPSCO
419 E. Leith	--- "
5829 Lois Lane (prkstrp)	--- C.U.
4800 Northcrest Dr. (prkstrp)	--- "
4900 Northcrest (prkstrp)	--- "
Oak Grove & Hazelwood (prkstrp)	--- "
1800 & 2100 Blks. Production Rd.	--- NIPSCO
5300 Riviera (prkstrp)	--- C.U.
St. Joe River & Anthony (prkstrp)	--- "
342 E. State	--- "
7326 Tanbark Lane	--- "
4038 S. Webster (alley)	--- Golden Rule
502 W. Wayne	--- NIPSCO
1114 Hamilton (alley)	--- "
2021 Randall Rd. (prkstrp)	--- "
2729 Oliver	--- "
1918 E. Rudsill	--- "
5901 S. Harrison	--- "
3733 Webster (alley)	--- "
502 W. Wayne (alley)	--- "
6920 S. Anthony	--- "
1515 Barthold	--- "
Carew & Hazelwood	--- C.U.
Clay & Lewis	--- "
2101 Coliseum	--- "
Evans & Fruehauf (Prkstrp)	--- "
2700 Orexel (prkstrp)	--- "
1803 Fairfield at Bass(prkstrp)	--- John Oehner
1507 Barthold on Fourth	--- NIPSCO
Fruef & Orexel (prkstrp)	--- C.U.
1114 Grant	--- NIPSCO
2014 Hazelwood	--- C.U.
5105 Hoagland	--- NIPSCO
1126 W. Jefferson (prkstrp)	--- C.U.
1202 Kensington (prkstrp)	--- "
1410 Kensington (prkstrp)	--- "
3301 E. Lake	--- M.E.P. Corp.
Ormsby & Fruehauf (prkstrp)	--- C.U.

921 Pemberton (prkstrp) --- C.U.
Pemberton & Tilden (prkstrp) --- "
1018 Rockhill / Jefferson --- "
1710 Sprunger --- "
437 E. Suttenfield --- NIPSCO.
2700 Trentman (prkstrp) --- C.U.
2800 Trentman (prkstrp) --- "
Trentman & Fruehauf (prkstrp)--- "
833 U.S. 30 --- NIPSCO
S / 416 E. Washington (alley)--- "
5110 Cloverbrook (prkstrp) --- "
818 S. Calhoun --- "
2921 Broadway --- "
816 Jackson (alley) --- "
1325 W. Washington --- "
4400 N. Washington --- "

4. Received driveway applications:

2426 Broadway (one on Huestis and one on Scott)---------Edw. Kessel
2900 Hoagland----------Silkworth Const.

5. Received sidewalk applications:

711 Archer ----------B & K Concrete
2727 Dodge ----------Arthur Tilbury
607 - 09 Villa Park Ct.-------Accent Const.

6. Received Contract, Guaranty and Liability Bonds of Hipskind Concrete Corporation in the amount of $587.00 prepared by the Street Engineering Department signed by Trinity Universal Insurance Company for Resolution No. 5863-80 for construction of sidewalk on 2117 Short Street.

Approved.

7. Received Contract, Guaranty and Liability Bonds of Hipskind Concrete Corporation in the amount of $1,516.20 prepared by the Street Engineering Department signed by Trinity Universal Insurance Company f or Resoluiton No. 5862-80 for the construction of curb and improvement of the northwest corner of Shore Drive (2005 Kentucky and 2015 Kentucky).

Approved.

8. Received recommendation that sidewalk petition (Hanna and Douglas Streets) be rescinded. Board Order 147-79. Per Street Engineering Department.

RESCIND ALL ACTION.

9. Received invoice of Clyde E. Williams & Associates, Inc. in the amount of $1,687.83 for professional services from March 3, 1980 to March 29, 1980 for Environmental Assessment for Crescent Avenue. (Per Agreement dated November 6, 1978 and letter of authorization dated January 18, 1979.

Approved and ordered paid from LRS Account #317.

10. Received invoice of Clyde E. Williams & Associates, Inc. in the amount of $1,717.34 for professional services from February 4, 1980 thru March 29, 1980 for Environmental Assessment for Lake Avenue (Per Agreement dated November 6, 1978 and letter of authorization dated January 18, 1979.

Approved and ordered paid from LRS Account #317.

11. Received recommendation that petition for water facilities on Cleveland and Vernon Avenue, 8oard Order No. 17-80, per Water Engineering Department be rescinded.	RESCIND ALL ACTION.
12. Received invoice of Butler Fairman and Seufert, Inc. in the amount of $2,325.00, 30% share of City of Fort Wayne, for engineering inspection services performed in connection with the Ewing Street - Fairfield Avenue - Wells Street Bridge project from February 22, 198D to March 31, 1980. Invoice approved by the Street Engineering Department.	Ordered paid from LRS Account #307.
13. Received invoice #5 of Moellering Construction Company, Inc. in the amount of $56,387.19 (30% City Share) approved by 8utler Fairman and Seufert, Inc.and the Street Engineering Department covering work on Ewing - Fairfield - Wells Street Bridge (period from 2-26-B0 to 3-25-80).	Approved and ordered paid from LRS Account #3D7.
14. Received Agreement for Professional Engineering Services on SEWAGE WORKS GRANT NO. C-180599-01 by and between Cuty of Fort Wayne, Indiana, and Clark Dietz Engineer, A Division of CRS Group Engineers, Inc. (Preparation of the Lakeside Study Area Modified Facility Plan).	Approved. A true copy is incorporated herein. Ordered sent to the Common Council on Tuesday, May 13, 1980 at 8:00 p.m.
15. Received Agreement for Sewer Extension between City of Fort Wayne, Indiana, and Villas of the Marketplace, Section II, 6417 Georgetown North Boulevard, (by: Michael W. Thomas, General Partner).	Approved. A true copy is incorporated herein. Ordered sent to the Common Council on Tuesday, May 13, 1980 at 8:D0 p.m.
16. Invitational bids were taken by the Street Engineering Department regarding removal and replacement with deep strength asphalt the Mount Vernon Park Island. L. W. Dailey was low bidder in the amount of $2,993.00.	Bid of L. W. Dailey was accepted in the amount of $2,993.00. Ordered purchase order 07891 be issued.
17. Received petition for sidewalk at 5501 Fairfield.	Approved. Ordered the Street Engineering Department to investigate and report. Board Order No. 27-1980.
18. Received quotations from the Purchasing Agent for the proposed purchase of two 1980 Fords for the Water Pollution Control Maintenance Department: ALLEN COUNTY MOTORS ----------$13,035.8D GLENBROOK DODGE ----------$11,898.40 HEFNER CHEVROLET ----------$13,50B.OD	The bid of Allen County Motors was accepted under Purchase Order No. 002072 in the amount of $13,035.80. Ordered sent to the Common Council on Tuesday, May 13, 19B0 at B:00 p.m.

19. Received Street Lighting Resolution No. 147-1980, final plans, estimate and specifications for East Central, Phase V Impact Area more specifically defined as Hugh Street from Ohio Street to Winter Street and McCulloch Street from Hayden Street to Lewis Street. (CITY PAID).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors April 25, and May 2, 1980.

Receive bids on Wednesday, May 7, 1980 at 9 a.m.

Ordered the Street Lighting Engineering Department to prepare bid documents.

20. Received invoice #6 in the amount of $17,401.25 and invoice #7 in the amount of $9,368.14 of Clyde E. Williams & Associates, Inc. (TOTAL: $26,769.39) for professional services per Agreement dated October 3, 1978 and Supplement No. 2 dated November 26, 1979. for Project H.H S. 200-9 (1) P.E. Coliseum Blvd. Signal Interconnect.

Approved and ordered paid from LRS Account 402-338-338-4327.

21. Received petition to construct and maintain an overhead structure - West Berry Street - (Broadway and Van Buren). Petitioner is St. Joseph's Hospital of Fort Wayne Inc.

Approved.

Ordered Street Engineering Department to prepare resolution and necessary documents.

Board Order No. 29-1980 issued.

22. Received invoice #14 of Hagerman/Shambaugh, joint bidders, in the amount of $645,452.10 approved by McNamee, Porter and Seeley, Consulting Engineers, for CONTRACT 77-W-2 - Water Filtration Plant. Payment approved by Director of Water Resources.

Approved and ordered invoice of Hagerman/Shambaugh in the amount of $645,452.10 paid by City Utilities.

Also ordered the amount of $71 716.90 paid to Hagerman/ Shambaugh Escrow Account at Fort Wayne National Bank.

Payments are to be made from the Water Utility Fund.

23. Received a request from Allen County Election Board (Louann Griffiths) Room 200A, Court House, for permission to barricade meters closest to Clinton from April 21, 1980 thru May 8, 1980 at all times.
PURPOSE: Hooding meters for Primary Election.

Approved and permit issued.

24. A request was received from Marakis Sons, 4625 Euclid Blvd., Youngstown, Ohio, for permission to barricade Harrison Avenue by Railroad tracks starting Monday, April 21, 1980 through Thursday, April 24, 1980 between 7:00 a.m. to 5:00 p.m.
PURPOSE: Painting overpass.

Approved and permit issued.

25. Received a request from NIPSCO, 1501 Hale Avenue, for permission to barricade Wildwood Avenue (Hoagland to Fairfield) starting April 16, 1980 until April 30, 1980 from 7:30 a.m. to 4:00 p.m.
PURPOSE: Renewing gas lines to all residences.

Approved and permit issued.

26. Received a request from Jim Zuber, 6131 Holgate Drive, for permission to barricade Industrial Park - Merchandise Drive on Saturday, June 21 1980 from 10:00 a.m. to 1:00 p.m.
PURPOSE: Indiana Volunteer Fireman's Association Convention Hose Replacement.

Approved and permit issued.

27. Received Special Sewer Permit for Bridges Construction, Inc., prepared and approved by the Water Pollution Control Engineer, to construct storm sewer known as Bridgedale Terrace Addition, Section "O".
Geiger Excavating will perform the construction work.
100% Maintenance Bond shall be furnished at the time completion affidavit is filed.

Approved and permit issued.

Board Order No. 28-1980.

28. Received Special Sewer Permit for Cardinal Industries, Inc. prepared and approved by the Water Pollution Control Engineering Department for the construction of sanitary sewer known as Hickory Mill Apartments. Maintenance Bond of 100% of value of work is to be filed at time completion affidavit is filed.

Approved.

Board Order No. 31-80.

29. Received invoice #4 of Hagerman Construction Corp. in the amount of $77,122.00 approved by Martindale, Tourney, Gibson, Inc. Architects, for the construction of Civic Center Parking Garage. Resolution No. 67-189-14.

Approved and ordered estimate #4 in the amount of $77,122.0 paid to Hagerman Construction Corp.

Also ordered the amount of $8,569.11 paid to the Hagerman Construction Corp. Escrow Account at Lincoln National Bank & Trust Company.

Payment is to be made by Community Development and Planning. UDAG Acct. 195-000.

30. Received invoice of Martindale, Tourney, Gibson, Inc. in the amount of $2,338.41 covering architectural and engineering services rendered through March 25, 1980 for Fort Wayne Civic Parking Garage to be located on the southside of East Washington between Calhoun and Clinton. RESOLUTION #67-189-14.

Approved and ordered paid by Community Development and Planning.

Meeting adjourned at 10:20 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

Thursday, April 24, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache, R.A. Staten
Sandra Kennedy

Received Minutes of Meetings held on Wednesday, April 16, 1980 at 9 a.m. and Wednesday, April 23, 1980 at 9 a.m.

1. HEARING ON CONFIRMATION:

Curb Improvement Resolution No. 5864-1980 for constructing curb and wingwalk on Woodward Avenue between Lawndale and Curdes.

Continued to Thursday, May 8, 1980 at 3:30 p.m.

Time up to receive remonstrance Monday, May 5, 1980 at 5:00 p.m.

2. Request was received from NIPSCO (Duane Hicks) for permission to barricade w17 W. Wayne (cover meters #204, 206, 208, 210 and 212) on Thursday, April 24, 1980 from 8:00 a.m. until finished.
PURPOSE: Repair a gas leak.

Approved and permit issued.

3. A request was received from Indiana & Michigan, 110 E. Berry, for permission to barricade Clinton Street south of Main on Monday, April 28, 1980 and Tuesday, April 29, 1980 at all times.
PURPOSE: Transformer vault repairs.

Approved and permit issued.

4. Received a request from Indiana and Michigan Electric Company, 110 E. Berry, for barricading the east lane of Clinton Street north of Wayne Street on Friday, April 25, 1980 from 8:00 a.m. to 4:00 p.m.
PURPOSE: Repair of vault roof.

Approved and permit issued.

5. Received a request from Allen County Highway (Ed Heidenreich) - City-County Building, for permission to barricade Tecumseh Street Bridge on Tuesday, April 29, 1980 from 9:00 a.m. to 5:00 p.m.
PURPOSE: Cleaning under bridge.

Approved and permit issued.

6. Received a request from Marakis Sons, 4625 Euclid Blvd., Youngstown, Ohio, for permission to barricade Calhoun Street by the railroad tracks starting Tuesday, April 29 through Tuesday, May 6, 1980 from 8:00 a.m. to 6:00 p.m.
PURPOSE: Painting overpass.

Approved and permit issued.

7. Received a request from Indiana & Michigan, 110 E. Berry, for permission to barricade Clinton Street north of Wayne (two east lanes) starting Thursday, May 1, 1980 thru Saturday, May 3, 1980 at all times.
PURPOSE: Transformer Vault repairs.

Approved and permit issued.

8. A request was received from Indiana & Michigan, 110 East Berry, for permission to barricade Calhoun between Wayne and Washington starting May 5, 1980 thru June 6, 1980 at all times.
PURPOSE: Construct new manhole and duct line.

Approved and permit issued.

9. Received a request from Indiana & Michigan Electric Company, 110 East Berry, for Thursday, May 8, 1980 thru Monday, May 12, 1980 at all times to barricade Calhoun south of Berry - East Lane.
PURPOSE: Transformer Vault repairs.

Approved and permit issued.

10. Received a request from Indiana & Michigan Elec. Co., 110 East Berry, for Tuesday, May 13, 1980 thru Friday, May 16, 1980 at all times on Calhoun south of Douglas - south lane of Douglas and east lane of Calhoun.
PURPOSE: Transformer Vault repairs.

Approved and permit issued.

Meeting adjourned at 4:30 p.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Wednesday, April 30, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS,H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received street cut applications: — Approved and permits issued.

5300 Archwood (prkstrp)	----------C.U.
2707 Autumn Leaf Lane	---Bakers Trench.
7207 Bradbury	---C.U.
615 N. Camden (prkstrp)	--- "
1910 Cromwell Ct. (prkstrp)	--- "
2801 Culbertson	--- "
450 E. DeWald	--- "
2512 Dodge Ave.	---NIPSCO
440 Eckhart (prkstrp)	---C.U.
1301 Ewing	---NIPSCO
1001 Farwood	--- "
Fulton & Greely	---C.U.
2332 Gay	---NIPSCO
3517 Glenhurst	--- "
5515 S. Hanna	--- "
High, E. at Runnion	---C.U.
High, W. at St. Marys	--- "
Hoagland & Belmont	--- "
Hoagland & Paulding Rd.	--- "
1012 Huffman	---NIPSCO
918 Kensington (prkstrp)	---C.U.
Lake & Reed (prkstrp)	--- "
2906 Lake (prkstrp)	---Roto-Rooter
1606 E. Lewis	---NIPSCO
828 Oxford (prkstrp)	---C.U.
3009 Oxford (alley)	---Bakers Trench.
1127 Pemberton (prkstrp)	---C.U.
5620 Plaza	---NIPSCO
2833 Ridgeway	---Thomas Shroyer
3202 Robinwood	---NIPSCO
715 E. Rudisill (prkstrp)	---Joe Watkins
St. Mary's N. at High	---C.U.
2514 Smith	--- "
Superior & Fairfield	--- "
437 Suttenfield	---HIpskind Asphalt
1221 E. Wallace	---Scherer Plumb.
5905 U.S. 30 East (prkstrp)	---C.U.
4038 S. Webster (alley)	---NIPSCO
1114 Hamilton	---cancelation NIPSCO
1408 McCulloch	---NIPSCO
1435 Wall	--- "
3210 Central	--- "
436 E. Wayne	--- "
3806 S. Park	--- "
3325 Smith	--- "
817 Union	--- "

4. Received driveway applications:

6120 Guild Dr. ----------Lebrato Bros.
607-609 Villa Park Court --Morris Liechty

5. Received private sidewalk applications:

2619 East Drive ----------Ned Keener
1647 Fairhill ----------Don Fiandt
1640 Franklin ----------Art Tilbury
3004 Hoagland ----------Creative Reconstruction
5622 Inland Trail----------Martin Lengacher
407 W. Lexington ----------Kirk Scheeler
215 W. Maple Grove --------Ned Keener
4118 Reed St. ----------Randall Brown
4234 S. Wayne ----------Ned Keener

6. RECEIVE BIOS:

Street Improvement Resolution No. 5859-1980 for improving and restoring Davis Street with brick, as originally built, from Main Street to Mary Street:

BROOKS CONST. CO. ----------$ 9,180.00

SIMERMAN CONST. CO. --------$10,395.00

SPEARS-DEHNER, INC. --------$12,798.00

Ordered the Street Engineering Department to tabulate and re

Will award contract on Wednesday May 7, 1980 at 9 a.m.

7. RECEIVE BIOS:

Street Improvement Resolution No. 5871-1980 for improving traffic geometrics and signalization at Progress Road and S.R. #3:

BROOKS CONST. CO. ----------$135,071.50

L. W. DAILEY, INC. ---------- $117,216.20

HIPSKINO ASPHALT CORP. ------- $148,542.00

MOELLERING CONST. CO. -------- $120,675.35

RIETH-RILEY CONST. CO. ------- $131,264.25

SPEARS-OEHNER, INC. --------- $123,216.80

Ordered the Street Engineering Department to tabulate and report

Will award contract on Wednesday May 7, 1980 at 9 a.m.

8. Received plat for Kingstown Village, Phase I submitted and approved by the City Plan Commission.

Approved.

9. Received invoice #15 of Hagerman-Shambaugh, joint bidders, in the amount of $805,293.75 approved by Mc Namee, Porter and Seeley, Consulting Engineers, and Director of Water Resources covering work on Contract 77-W-2 - Water Works Improvements Filtration Plant Additions.	Approved and ordered invoice of Hagerman/Shambaugh in the amount of $452,652.00 paid by City Utilities. Also ordered the amount of $22,632.60 paid to Hagerman/Shambaugh Escrow Account at Fort Wayne National Bank. Payments are to be made from the Water Utility Fund. RELEASE OF ESCROW $352,641.75 by Ft. Wayne National Bank.
10. Received invoice #9 of Shambaugh & Son, Inc. in the amount of $53,081.53 approved by McNamee, Porter and Seeley, Consulting Engineers, and Director of Water Resources covering work on Contract 77-W-3 Water Works Improvements - St. Joseph Dam & Pump Station.	Approved and ordered invoice of Shambaugh & Son, Inc. in the amount of $27,693.81 paid by City Utilities. Also ordered the amount of $2,793.77. paid to Shambaugh Escrow Account at Fort Wayne National Bank. Payments are to be made from the Water Utility Fund. RELEASE OF ESCROW $25,387.72 by Ft. Wayne National Bank.
11. Received Change Order No. 24 of Hagerman-Shambaugh, Joint Bidders, for extension of project construction completion for DIVISION I - Water Pollution Control Plant Additions from July 6, 1979 to September 15, 1980.	Approved.
12. Received Change Order #5 of Hagerman Construction Corporation in the amount of $10,729.00 approved by Martindale, Tourney, Gibson, Inc. for CIVIC CENTER PARKING GARAGE - Resolution No. 67-189-14.	Approved and ordered sent to the Common Council on Tuesday, May 13, 1980 at 8:00 p.m.
13. Received invoice of Howard, Needles, Tammen & Bergendoff in the amount of $3,884.34 approved by Director of Public Resources in accordance with Water Pollution Control Plant Expansion engineering contract dated April 27, 1971. Invoice No. 71-01-310-01-0-93.	Approved and ordered paid from Water Pollution Control Utilty Fund by City Utilities.
14. Received invoice from Butler, Fairman & Seufert, Inc.in the amount of $24,573.50 (59% City's share) for updating survey and engineering estimate for St. Joe Road (SR #37 to Evard Road) ACR-4-71.	Approved and ordered paid from LRS Account #316.
15. Received Agreement between Raymond V. and Viola Goeglein and the City - dated May 30, 1970 - regarding Maysville Road Property - PUMPING STATION SITE. RECORDED under #80-08377 Entered for taxation: April 17, 1980. INCLUDED IS PERMANENT EASEMENT grant by Goegleins to City.	Approved. A true copy is incorporated herein.

16. Received Acceptance Agreement for Project No. EPA C-180538-01 Water Quality Control Project - as recommended by HNT & B (Steeg Div.) and accepted by Hagerman-Shambaugh, Joint Venture, on Division I:

(2) General Electric 480V 3 Phase Motor Control Starters Associated with the (2) 300 HP Sunchronous Blower Motors, located in the existing Blower Rooms.

Approved.

Warranty and guarantee established as January 1, 1980.

17. Street Engineering Department obtained consultant engineering proposals from DESIGN ENTERPRISES, INC., BONAR & ASSOCIATES, INC. AND CLYDE E. WILLIAMS & ASSOCIATES, INC. for preparing environmental impact statement for the purpose of improving STATE BOULEVARD from REED ROAD EAST to FOREST VALLEY DRIVE.

Members of the Consultant Selection Committee were Mark Akers, Herb Gamache, Carl O'Neal and Kenneth Traylor.

RONALD L. BONAR & ASSOCIATES, INC. was selected to prepare the environmental impact statement.

Approved.

Board Order No. 33-1980 issued for this project.

18. Received Special Sewer Permit for Hickory Mill Apartments (Cardinal Industries, Inc.) prepared and approved by the Water Pollution Control Engineering Department for sanitary sewer.

Approved.

Board Order No. 32-80.

19. Received inspection report from the Water Engineering Department for Harris Road Water Main Contract #8001 and Completion Affidavit of John Hartman Corporation. Maintenance Bond in the amount of $8,440.00 is signed by State Automobile Mutual Insurance Company.

Per contract between the City and John Hartman Investment Corp. reimbursement of $7,148.54 is to be paid to John Hartman Investment Corporation.

Approved.

Ordered acceptance letter written.

Ordered reimbursement paid from Water Utility Fund by City Utilities.

20. Received inspection report from the Water Engineering Department and Completion Affidavit of John Hartman Construction Company with Guaranty Bond in the amount of $4,100 signed by State Automobile Mutual Insurance Company for VERSAILLES VILLAGE contract #7915.

Approved.

Ordered acceptance letter written.

21. Received request from Allen County Highway (Ed Heidenreich) for permission to barricade the 700 block of Anthony at Maumee River - one lane closed - flagman at each end maintaining traffic on Friday, May 2, 1980 from 9:00 a.m. to 5:00 p.m.
PURPOSE: Cleaning under bridge.

Approved and permit issued.

22. Received invoice #53 of Hagerman-Shambaugh (joint bidders) in the amount of $275,897.27 approved by HNT & B (H.B. Steeg Div.) for the period of 8/13/79 to 3/25/80 for Water Quality Control Project Division I - Water Pollution Control Plant Additions.

Approved and ordered City Utilities to pay invoice in the amount of $275,897.27.

Also ordered the amount of $14,520.91 paid to Hagerman-Shambaugh Escrow Account at Lincoln National Bank.

Payments are to be made from the Water Pollution Control Utility Fund.

23. Received Curb and Sidewalk Improvement Resolution No. 5868-80, final plans, estimate, and specifications prepared by the Street Engineering Department to improve by curb and sidewalk replacement in the East Central Neighborhood, Phase V, as follows:

MADISON ST. north and south sides bounded by Harmar on the west and Division on the east;
DIVISION STREET, west side from Madison north to alleyway;
HARMAR STREET, east and west sides bounded by Lewis on the north and Hugh Street on the south.
HUGH STREET, south side from Harmar to Chute and north side from Harmar to Chute, excluding Hanna Homestead;
GAY STREET, west side from Lewis on north to Hugh Street on the south.
(CITY PAID).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors May 9 and 16, 1980.

Receive bids on Wednesday, May 21, 1980 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

24. Received Curb and Side Improvement Resolution No. 5867-80, final plans, estimate, specifications and property ownership list prepared by the Street Engineering Department for improving curbing along the south side of Kenwood Avenue from Carew Street to Rolston Street (Lots 471 to 455 Grasmere Heights Add.) also corner walks at Kenwood and Carew and Rolston.

Approved and adopted. A true copy is incorporated herein.

Advertise, Notice to Property Owners May 9 and 16, 1980.

Hearing on Confirmation Thursday, May 29, 1980 at 3:30 p.m.

Mail notices May 16, 1980.

25. Received Sidewalk Improvement Resolution No. 5873-80, final plans, estimate, specifications and property ownership list prepared by the Street Engineering Department for improving by construction of new sidewalk on the north side of McKinnie Avenue from South Park Drive west to first alley east of Hanna Street.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners May 9 and 16, 1980.

Hearing on Confirmation Thursday, May 29, 1980 at 3:30 p.m.

Mail notices on May 16, 1980.

26. Received a request from South Side High School (Glen Stebing) 3601 S. Calhoun, for permission to barricade Calhoun Street from Darrow to Oakdale and Oakdale from Calhoun to Clinton Court on Friday, May 23, 1980 from 8:15 a.m. to 9:15 a.m.
PURPOSE: Annual Ivy Day ceremony for senior class.

Approved and permit issued.

27. Received Alley Improvement Resolution No. 5878-80, final plans, estimate, specifications and property ownership list prepared by the Street Engineering Department for improving the alley running between Crestwood Drive and Sunset Drive from Crestwood Orive to the east property line of Lot #41 of Southwood Park Addition, Section "C".

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners May 2 and 9, 1980.

Hearing on Confirmation Thursday, May 22, 1980 at 3:30 p.m.

Mail notices on May 9, 1980.

28. Received Curb and Sidewalk Improvement Resolution No. 5876-80, final plans, estimate, specifications prepared by the Street Engineering Oepartment for improving the curb, sidewalk, drive approaches and wingwalks as follows: Known as HANNA-CREIGHTON PHASE IV Neighborhood Package Improvement. OLIVER STREET from Pontiac to Creighton; JOHN STREET from Pontiac to Creighton. CITY PAID.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors May 2 and 9, 1980.

Receive bids on Wednesday, May 14, 1980 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

29. Received Declaratory Resolution No. 1438-80, final plans and property ownership list prepared by the Street Engineering Department for permission to construct, install, occupy and maintain across Berry Street between Broadway and Van 8uren Street - one story building of Saint Joseph Hospital - one (1) overhead walkway connecting the present story building. (BERRY STREET - between Broadway and Van 8uren).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners May 5 and 12, 1980.

Hearing on Confirmation: Thursday, May 22, 1980 at 3:30 p.m.

Mail notice on May 12, 1980.

30. Received Resolution No. 1020-80, final plans, estimate, specifications and property ownership list prepared by the Water Engineering Oepartment for the installation of water main in and along Olladale Drive from 8etty Avenue southward 738 ± lineal feet.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners May 16 and 23, 1980.

Hearing on Confirmation June 5, 1980 at 3:30 p.m.

Mail notices on May 23, 1980.

Meeting adjourned at 10:30 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Wednesday, May 7, 1980

Department of Public Works
Office of the Board
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache, R.A. Staten
Sandra E. Kennedy

Received Minutes of Meetings held on Thursday, April 24, 1980 at 3:30 p.m. and Wednesday, April 30, 1980 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received sidewalk applications: — Approved and permit issued.

727 W. Oakdale ----------Creative Reconstruction
1217 Sinclair ----------Creative Reconstruction

4. Received driveway applications: — Approved and permit issued.

3509 Algonquin Pass ---------- Ned Keener
3104 Beaver /Wildwood -------- Ned Keener
1833 Cherokee Rd. ------------ Ned Keener
1647 Fairhill ---------------- Don Fiandt
407 W. Lexington ------------- Kirk Scheller
2816 Rosscommon -------------- E. W. Subzda Bldrs.
5011 Tacoma ------------------ Ned Keener

5. Received street cut applications: — Approved and permit issued.

2413 Allegany	----	NIPSCO
N.W. Central, Phase IV	----	N.G. Gilbert
4315 Bowser (alley)	----	NIPSCO
Broadway & Rudisill	----	C.U.
818 S. Calhoun	----	NIPSCO
Calhoun at Lexington	----	C.U.
2600 Blk. Charlotte	----	"
808 W. Coliseum	----	"
1014 Columbia	----	"
5718 and 5724 Covington	----	Dave McHenry
3223 Smith	----	NIPSCO
1025 Eckart	----	"
2000 Glenwood	----	"
1114 Grant	----	C.U.
5901 S. Harrison	----	NIPSCO
5825 S. Harrison	----	"
James St. S/E. Leith	----	C.U.
419 Lewis (alley)	----	NIPSCO
1408 McClellan	----	"
1145 Monroe	----	C.U.
1202 Oak (2) parkstrp)	----	"
1208 Oak (2) parkstrp).	----	"
Ohio, S/Summit	----	"
2729 Oliver	----	NIPSCO
1918 E. Rudisill	----	"
1710 St. Joe River Dr.	----	C.U.
1014 St. Mary's	----	NIPSCO
4025 Smith	----	"
5323 Standish	----	"
5002 Standish	----	"
2315 Wayne Trace (alley)	----	"
Wells St. 350' S/Northrop	----	Gen. Tele
524 E. Douglas	----	NIPSCO
3737 S. Barr	----	"
1624 Hayden	----	"
3223 Smith	----	"
3731 Elmhurst	----	"
3227 S. Calhoun	----	"
507 E. Washington	----	"
2425 Abbott	-----	"
220 W. Wayne	----	"

1812 Fairfield ---------NIPSCO
444 W. Fairfax (alley)-- "

6. AWARD CONTRACT:

Received tabulation and recommendation from the Street Engineering Oepartment for Resolution No. 5871-80 for improvement of Traffic Geometrics - Progress Road and S. R. #3.

Award contract to L. W. Dailey at and for their bid in the amount of $117,216.20 subject to councilmanic approval.

Ordered the Street Engineering Oepartment to prepare contract and necessary documents.

7. AWARD CONTRACT:

Received tabulation and recommendation from the Street Engineering Department for Resolution NO. 5859-80 for Davis Street Brick restoration.

Award contract to 8rooks Construction Comapny at and for their bid in the amount of $9,180.0

Ordered the Street Engineering Oepartment to prepare contract and necessary documents.

8. RECEIVE BIOS:

Street Lighting Improvement Resolution No. 141-80 for East Central, Phase V Impact Area - Hugh Street from Ohio Street to Winter Street and McCulloch Street from Hayden Street to Lewis Street.

8IGGS ELECTRIC CO. ----------$16,484.20

N.G. GILBERT CORP. ----------$14,795.00

T & F CONSTRUCTION CORP.-----$16,166.40

SERVICE ELECTRIC ------------$26,356.94

Referred to the Street Lighting Engineering Department for tabulatic and report.

Will award contract on Wednesday, May 14, 1980 at 9:00 a.m.

9. Received plat of Cross Easements and Protective Restrictions, Covenants and Limitations for New Georgetown Professional Village submitted by the City Plan Commission.

Approved.

10. Received Resolution No. 5875-80, final plans, estimate and specifications prepared by the Street Engineering Department for improving curb, sidewalk, drive approaches and wingwalks within an area bounded by Wall Street on the north, 8roadway on the east, Taylor Street on the south and Phenie Street on the West, also known as West Central, Phase V Neighborhood Package Improvement. (CITY PAID)

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors on May 16 and 23, 1980.

Receive bids on Wednesday, May 28, 1980 at 9 a.m.

Ordered the Street Engineering Department to prepare bid documents and necessary items.

11. Received invoice of Carrington & Associates, INc. in the amount of $2,810.00 for miscellaneous projects - (Hobson Road and Colwyn Lane) prepared by the Street Engineering Department (CURB & SIOEWALK PROJECTS).

Approved and ordered paid under Purchase Order No. 4-07925.

12. Received Resolution No. 5869-80, final plans, estimate and specifications prepared by the Street Engineering Department for improving by constructing curbs and sidewalks where needed along Clark Street from High to Second; Orchard Street from High to Third; Marion Street from High to Third; also known as Northwest Central Neighborhood, Phase IV, Capital Improvement. (CITY PAID)

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors on May 16 and 23, 1980.

Receive bids on Wednesday, May 28, 1980 at 9 a.m.

Ordered the Street Engineering Department to prepare bid documents and necessary items.

13. Received Resolution No. 5870-80, final plans, estimate and specifications prepared by the Street Engineering Department for improving by constructing curbs and sidewalks where needed along both sides of Greenwood from Main Street to the last house; also known as NEBRASKA NEIGHBORHOOD, PHASE V, Capital Improvement. (CITY PAID).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors on May 16 and 23, 1980.

Receive bids on Wednesday, May 28, 1980 at 9 a.m.

Ordered the Street Engineering Department to prepare bid documents and necessary items.

14. Received Water Resolution No. 1021-80, final plans, estimate, specifications and property ownership list prepared by the Water Engineering Department for installation of Water Main in and along Kelmar Drive from an existing twelve inch (12") water main on Sandpoint Road eastwardly 664 ± feet.

Approved and adopted. A true copy is incorported herein.

Advertise Notice to Property Owners on May 16 and 23, 1980.

Hearing on Confirmation Thursday, June 5, 1980 at 3:30 p.m.

Mail notices on May 23, 1980.

15. Received invoice 70-10-210-01-20 of McNamee Porter and Seeley in the amount of $32,430.47 for engineering services for General and Resident Engineering for Water Works Improvements in accordance with Contract between the City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977.

Approved and ordered City Utilities to pay invoice from the Water Utility Fund.

16. Received Building Encroachment Easement whereby the City of Fort Wayne grants to Max Poorman, 1417 Martin Street, encroachment for Poorman Heating & Air Conditioning. Post to be located ± 15' south of the northwest corner of Lot 54 Bond's 3rd Add., also known as 1417 Martin Street.

Approved.

17. RESOLUTION NO. 69-27-17

Approved.

WHEREAS, Fort Wayne Community Schools petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley in Fort Wayne, Allen County, to-wit:

The alley between vacated Winch Street and vacated Pittsburgh Street from the east line of Dubois Street to the west line of Warren Street.

18. RESOLUTION NO. 69-28-18:

Approved.

WHEREAS, Fort Wayne Community Schools petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley in Fort Wayne, Allen County, to-wit:

The alley between Maumee Avenue and vacated Winch Street from the east line of Dubois Street to the west line of Warren Street.

19. RESOLUTION NO. 69-28-19:

Approved.

WHEREAS, Fort Wayne Community Schools petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley in Fort Wayne, Allen County, to-wit:

The first alley east of Dubois Street from the south line of Maumee Avenue to the north line of the first alley south of vacated Pittsburgh Street.

Meeting adjourned at 10:50 a.m.

Robert Anderson, President

Herbert R. Bamberger

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy

Clerk

Thursday, May 8, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R. A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra Kennedy

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Sewer Easement Resolution No. 172-80 for the condemnation of a permanent sewer easement for the purpose to construct, operate, control and maintain a sanitary sewer line along and across a portion of the northwest quarter of Section 31, Township 30 North, Range 13 East, all of which is totally bounded within South Dellwood Park Addition (previously known as Pecos Villa Addition).

CONFIRMED.

Ordered sent to the Department of Finance.

2. HEARING ON CONFIRMATION:

Sidewalk Improvement Resolution No. 5860-80 for the construction of sidewalk fronting and along the west side of 826 Nuttman Avenue (O.S. Hanna Addition); also the northeast corner walk at Nuttman and Indiana Avenue.

Continued to Thursday, May 22, 1980 at 3:30 p.m.

Time up to remonstrate Monday, May 19, 1980 at 5:00 p.m.

3. Continued from April 24, 1980
HEARING ON CONFIRMATION:

Curb and Sidewalk Improvement Resolution No. 5864-80 for the construction of curb and wingwalk on Woodward Avenue between Lawndale and Curdes Avenue.

Remonstrance received after being tabulated by the Street Engineering Department contains 15 of the 27, or 55%, of the resident property owners.

RESCIND ALL ACTION.

4. A request was received from NIPSCO for permission to hood meters #211, 213, 215 and 217 starting May 2, 1980 and ending Monday, May 5, 1980 from 8:00 a.m. to 5:00 p.m.
PURPOSE: Gas Leak.

Approved and permit issued.

5. Received a request from Elaine Metz, 7628 Wohoma, for permission to barricade on one side of Maplewood between Bluffton and Wohoma and one side of Avalon between L. Huntington and Breckenwooe on May 3, 1980 from 9 a.m. to 4 p.m.
PURPOSE: Avalon Neighborhood Garage Sale.

Approved and permit issue:

6. Received a request from Shambaugh Fire Protection, 9011 Front Street, for permission to barricade Main Street between St. Joe Hospital and News-Sentinel Parking Lot on Tuesday, May 6, 1980 from 8:30 a.m. to 10:30 a.m.
PURPOSE: Fire pump test.

Approved and permit issued.

7. Received a request from Lutheran Hospital, 3024 Fairfield, for permission to barricae Home Avenue between South Wayne and Fairfield on May 8, 1980 from 7:00 p.m. to 10:00 p.m.
PURPOSE: Nurses night.

Approved and permit issued

8. Received General Telephone, 525 Tecumseh, request to barricade 100 ft. north of Wildwood in alley between Hoagland and Fairfield on May 9, 1980 from 9:00 a.m. to 4:00 p.m.
PURPOSE: Conduit damage.

Approved and permit issued.

9. Received request from Indiana and Michigan, 110 West Berry, for permission to barricade manhole #77 Clinton Street between Berry and Wayne on Monday and Tuesday, May 12 and 13, 1980 from 8:00 a.m. to 3:00 p.m.
PURPOSE: Working on manhole.

Approved and permit issued.

10. Received a request from Indiana & Michigan, 110 West Berry, for permission to barricade Manhole #39 between Lewis and Oouglas on Calhoun Street Wednesday thru Friday, May 14 to May 16, 1980 from 8:00 a.m. to 3:00 p.m.
PURPOSE: Working on Manhole #39.

Approved and permit issued.

11. Received a request from Waynedale American Legion Post 241, 6620 Koester Drive, for permission to barricade Old Trail from Church to Bluffton and McArthur from Old Trail to Ideal, and Church from Old Trail to Bluffton on May 26, L980 from 2:00 p.m. to 3:00 p.m.
PURPOSE: Line up of procession for Memorial Day.

Approved and permit issued.

12. Received a request from Allen County Council of Veterans Organizations, 2710 S. Calhoun, for permission to post "No Parking" signs at various places for Memorial Day Parade on May 26, 1980, Monday, from 6:30 a.m. to 10:00 a.m.
PURPOSE: Memorial Day Parade.

Approved and permit issued.

13. Received a request from Becky Melchi, 5707 Mason Drive, for permission to barricade Sandpoint Road and Mason Drive (5700 Block) on Sunday, June 1, 1980 from 1:00 p.m. to 7:30 p.m.
PURPOSE: Block party.

Approved and permit issued.

14. Permission was granted Alan & Diana Richard, 732 Lawton Place, for permission to use the following property: City property to east of Lot 48 Lawton Place Addition - west half lot 49, Lawton Place Addition along Griswold Drive for the period beginning on the 23rd day of April, 1980 and ending on the 31st day of October, 1980 for GARDENING PURPOSES ONLY.

Approved and permit issued.

15. Request was received from Allen County Council of Veterans Organizations, 2710 S. Calhoun, for permission to hold a parade on Monday, May 26, 1980 from 10:00 a.m. to 12:00 Noon - Approximately 900 persons, 31 animals and 17 vehicles. Starting location: State and Parnell and ending in Coliseum Parking Lot.
PURPOSE: Memorial Day Parade.

Approved and permit issued.

16. Request was received from M S Association, 3554 Wells Street, for permission to hold a parade on Saturday, May 17, 1980 from 10:00 a.m. to 1:00 p.m.
PURPOSE Bike-a-thon. Cheryl Sanders is responsible for parade.

Approved and permit issued.

17. A request was received from Waynedale American Legion Post 241, 6620 Koester Drive, for permission to hold a parade on Monday, May 26, 1980 from 2:00 p.m. to 3:00 p.m. - Persons: 200, Animals: 50, and vehicles: 50. Route to be traveled: Old Trail at McArthur Drive - North on Old Trail Road to Perry Grove Cemetery.
PURPOSE: Memorial Day Parade.

Approved and permit issued.

18. Received a request from David Yeager, 4010 Thorton, Ft. Wayne, Indiana, for permission to hold a parade on Saturday, May 31, 1980 from 8:30a.m. to 9:30 a.m. Persons: 500 to 1000 bike riders and two police escorts. Route to be traveled: Natural Eats Restaurant at Parkwest Mall on the Illinois Road.
PURPOSE: Bicycle Tour.

Approved and permit issued.

19. Received Agreement between Michael T. Levy Associates and the Board of Public Works to employ Micael T. Levy to assist in preparation of a grant proposal for the Midwest Appropriate Technology Small Grants Program, U.S. Department of Energy, Region V.

Approved. A true copy is incorporated herein.

Meeting adjourned at 4:45 p.m.

R. Mark Anderson Staten

BOARD OF PUBLIC WORKS

ATTEST:

Clerk Sandra E. Kennedy

Wednesday, May 14, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

H.R. Gamache, R.A. Staten
Sandra E. Kennedy

Received Minutes of Meetings held on Wednesday, May 7, 1980 at 9 a.m. and Thursday, May 8, 1980 at 3:30 p.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities .

Approved and ordered sent to the Department of Finance.

3. Received driveway applications:

Approved and permits issued.

819 Huffman ----------Creative Reconst.
1130 E. State ----------Ind. Const.
7828 Weymouth Ct. ----------A. O. Oelagrange

4. Received private sidewalk applications:

Approved and permits issued.

4302 Arlington ----------Emil Holliday
1634 W. Third ----------Emil Holliday
1017 E. Pontiac ----------Sam Davenport

5. Received street cut applications:

Approved and permits issued.

Archer and St. Mary's intersec.	-------- NIPSCO
3737 Barr	--- "
1203 W. Branning	--- "
N. Calhoun 200' So. of Sixth St.	--- "
3227 S. Calhoun	--- "
5110 Cloverbrook	--- "
W. DeWald & Harrison	--- C.U.
808 Coliseum on Donnel	--- NIPSCO
524 and 523 E. Douglas	--- "
3731 Elmhurst	--- "
5825 Fairfield (prkstrp)	--- C.U.
5905 S. Fairfield	--- "
1518 Gardendale	--- NIPSCO
5022 Gardenview	--- "
1624 Hayden	--- "
No. side of 2800 blk. of Lake Avenue	--- "
1420 Lillie	--- "
1132 Somerset	--- "
817 Union	--- "
1507 E. Washington	--- "
Washington & Calhoun	--- C.U.
4400 N. Washington	--- NIPSCO
325 E. Wildwood	--- "
(Alley) N/o Wildwood bet. Hoagland & Fairfield	---Gen. Tele.
3812 So. Park (alley)	--- NIPSCO
518 E. Jefferson	--- "
2323 Fairfield	--- "
209 W. Creighton	--- "
2622 Chandler	--- "
3496 N. Clinton	--- "
3317 Alexander (alley)	--- "
524 E. Jefferson (alley)	--- "

6. RECEIVE BIDS:

Improvement Resolution No. 5876-80 for improving curb, sidewalk, drive approaches and wingwalks on: (1) Oliver Street from Pontiac to Creighton; (2) John Street from Pontiac to Creighton, also known as HANNA-CREIGHTON, PHASE IV, Neighborhood Package Improvement:

BROOKS CONST. CO.	---$ 98,808.00
L. W. DAILEY, INC.	--- 92,473.30
HIPSKIND ASPHALT CORP.	--- 129,385.00
HIPSKIND CONCRETE	--- 80,496.00
MOELLERING CONST. CO.	--- 138,522.60
RIETH-RILEY	--- 89,499.50
SIMERMAN CONST. CO.	--- 94,989.40
SPEARS-DEHNER,INC.	--- 123,392.10
T & F CONST. CO.	--- 96,229.50

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, May 21, 1980 at 9:00 a.m.

7. AWARD CONTRACT:

Received tabulation and recommendation for Street Lighting Resolution No. 141-80 - East Central Phase V Impact Area - Hugh Street from Ohio Street to Winter Street and McCulloch Street from Hayden Street to Lewis Street.

Contract awarded to N.G. Gilbert Corp. at and for their bid in the amount of $14,795.00.

Ordered the Street Lighting Engineering Department to prepare contract and necessary documents.

8. Received Improvement Resolution No. 5856-80, final plans, specifications and estimate prepared by the Street Engineering Department for maintaining and improving by construction and/or reconstruction of an earthen and steel sheeting dike along the St. Mary's River, the St. Joseph River, and the Spy Run Creek specifically the areas described as follows: (1) The west bank of the St. Mary's River from Main Street south to Mechanic Street extended; thence along the east bank of the St. Mary's River to a point several hundred feed south of Main Street; thence west along the north and west bank of the St. Mary's River along the north line of Swinney Park to a point 200 ± feet west of Greenwood. (2) The west bank of the St. Joseph River from Main Street south to the Fort Wayne Filtration Plant; thence on the north side of St. Mary's River and east side of the Spy Run Creek from the west edge of the Fort Wayne Filtration Plant to a point approximately 300 feet north of Elizabeth Street. (CITY PAID).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors May 16 and 23, 1980.

Receive Bids on Wendesday, May 28, 1980 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

9. Received a request from Marakis Sons, 4625 Euclid, for permission to barricade Clay Street by Railroad tracks on May 14, 1980 thru May 21, 1980 from 8:00 a.m. to 3:00 p.m.
PURPOSE: Painting overpass.

Approved and permit issued.

10.	Received a request from Lloyd Springer Excavating Co., Box 304, for permission to barricade 8218 S. Anthony at Fox Point and Maples Road on Thursday, May 15, 1980 from 9:DD a.m. to 2:00 p.m. PURPOSE: Install a sewer line.	Approved and permit issued.
11.	Received a request from Martin,, Inc. 4315 Meyer Road, for permission to barricade Berry from Broadway to Van Buren on Thursday and Friday, May 15 and 16, 1980 from 7:00 a.m. to 5:00 p.m. PURPOSE: Install birdge at St. Joe Hospital from new parking garage to hospital.	Approved and permit issued.
12.	A request was received from Alvin Oavis, 1022 Walter, for permission to barricade Walter from Maumee and Washington on Saturday, May 17, 1980 from 9:00 a.m. to 9:00 p.m. PURPOSE: Block party.	Approved and permit issued.
13.	Received a request from General Telephone Company, 525 Tecumseh, for permission to barricade north driving lane on E. State - 10 feet west of Kentucky on May 14, 1980 from 9:00 a.m. to 4:00 p.m. PURPOSE: Emergency - cable out of service.	Approved and permit issued.
14.	Invitational bids were taken by the Street Engineering Oepartment for various projects: 4810 Gaywood, curb restoration; Fairfield - west side - rip rap placed around headwall; southwest corner Gaywood and Fairfax, wingwalk restoration; Spy Run Avenue - alley return restoration; southwest corner Short & West State, corner wingwalk; 2916 Shawnee Orive, sidewalk restoration; 3802 So. Hanna, curb restoration: Recommendation received that Hipskind Concrete Corporation be awarded contract for the bid of $2,465.65..	Approved and ordered Purchase Order 04304 to cover this project.
15.	Recommendation was received from the Street Engineering Department for installation of catch basin and wingwalk at southwest corner of High Street and St. Mary's.	Approved and ordered Purchase Order 04303 issued to cover this project.
16.	Received Special Street Permit prepared and approved by the Street Engineering Department for EOWARD ROSE OF INDIANA to construct Point West Drive from a point 295' west of the west right of way line of Harris southwesterly a distance of ± 54D'.	Approved.
17.	Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts - Write-offs as per list submitted: WATER: $3,285.23 and SEWER $2,018.87. (Total $5,304.10	Approved.
18.	Received request from Street Engineering Department for installation of curbing in Southwood Park Addition. (Petition covered Sdw. Resolution No. 5761-77)	Approved. Ordered the Street Engineering Department to prepare resolution, estimate, etc., and property ownership list for this project. B.O. 37-80.

19. Per memorandum from Water Engineering Department, recommendation was received that GEIGER EXCAVATING COMPANY be awarded contract for the installation of water main on Ludwig Park Drive under Resolution No. 1017-80, Board Order #138-79.	Contract awarded to Geiger Excavating, Inc. for their bid in the amount of $8,395.14. Ordered the Water Engineering Department to prepare contract and necessary documents.
20. Received invoice of Hipskind Concrete Corp. in the amount of $2,524.35 approved by the Street Engineering Department covering Miscellaneous projects covered by invitational bids.	Approved and ordered paid from 402-128-129-4265.
21. Received Change Order No. 7 of Hagerman-Shambaugh, Joint Bidders, in the amount of $22,458.00 approved by McNamee, Porter and Seeley, Consulting Engineers, and Director of Water Resources covering Water Contract 77-W-2 - Water Works Improvements Filtration Plant Additions.	Approved. Ordered sent to the Common Council on Tuesday, May 27, 1980 at 8:00 p.m.
22. Received Change Order No. 8 of Hagerman/Shambaugh, Joint Bidders, in the amount of $24,131.65 approved by McNamee, Porter and Seeley, Consulting Engineers, and Director of Water Resources covering Water Contract 77-W-2 - Water Works Improvements Filtration Plant Additions.	Approved. Ordered sent to the Common Council on Tuesday, May 27, 1980 at 8:00 p.m.
23. Received Contract, Guaranty and Liability Bonds of Arrow Fence Company, Inc. in the amount of $4,050.00 prepared by the Street Engineering Department signed by American State Insurance Company for Improvement Resolution No. 5866-80 for the installation of 450 L.F. of guardrail at the northeast corner of Illinois Road and Lindenwood Avenue.	Approved.
24. Received Contract, Guaranty and Liability Bonds of John Oehner, Inc. in the amount of $17,479.70 prepared by the Street Engineering Department signed by United States Fidelity & Guaranty for Resolution No. 5865-80 for repair of concrete pavement on Fairfax Avenue from Fairfield to South Wayne Avenue.	Approved and ordered sent to the Common Council on Tuesday, May 27, 1980 at 8:00 p.m.
25. Received Contract, Guaranty and Liability Bonds of N. G. Gilbert Corp. in the amount of $39,310.00 prepared by the Street Lighting Engineering Department signed by Ohio Farmers Insurance Company for Street Lighting Resolution No. 140-80 - for the installation of street lighting with underground wiring in Northwest Central, Phase IV.	Approved and ordered sent to the Common Council on Tuesday, May 27, 1980 at 8:00 p.m.
26. Received invoice of Hipskind Asphalt Corp. in the amount of $5,892.45 approved by the Street Engineering Department covering Resolution No. 5832-79 -College Street Elevation.	Approved and ordered paid from MVH Funds.

27. Received invoice of L. W. Dailey, Inc. in the amount of $5,978.00 approved by the Street Engineering Department covering Resolution No. 5833-79 - Main Street reconstruction. This is invoice #5.

Approved and ordered paid by Redevelopment Commission.

28. Received invoice #2 of L. W. Dailey, Inc. in the amount of $33,303.73 approved by the Street Engineering Department covering Resolution No. 5827-79 - Nebraska Neighborhood, Phase IV.

Approved and ordered paid by Community Development and Planning.

29. Received invoice #6 of Moellering Construction Company, Inc. in the amount of $31,966.18 (30% City Share) approved by Butler, Fairman and Seufert, Inc. and Street Engineering Department covering work on EWING - FAIRFIELD - WELLS Street Bridge to cover period from 3-26-80 to 4-25-80.

Approved and ordered paid from LRS Account #307.

30. Received Resolution No. 5879-80, final plans, specifications, estimate and property ownership list prepared by the Street Engineering Department for improving drainage along the north side of Congress Avenue from Wayne Trace to Holly, by installation of culvert pipes and ditching. (Property owners are to pay $1,771.00).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners May 23 and 30, 1980.

Hearing on Confirmation Thursday, June 12, 1980 at 3:30 P.m.

Notices to be mailed on May 30, 1980.

31. Received a request from General Telephone Company, 525 Tecumseh, for permission to barricade the north driving lane on E. State 10 feet west of Kentucky on May 14, 1980 from 9:00 a.m. to 4:00 p.m.
PURPOSE: Emergency - cable out of service.

Approved and permit issued.

32. Received a request from Mr. Comstock, 1629 Franklin, for permission to barricade 1629 Franklin between Huffman and Spring Streets on Saturday, May 17, 1980 from 8:00 a.m. to 3:30 p.m.
PURPOSE: Crew cutting down trees.

Approved and permit issued.

33. Received a request from Marsha Labert, 4437 Pembrook Lane, to barricade Westover to Indiana on Pembrook Lane on Friday, June 6, 1980 from 5:30 p.m. to 10:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

34. Received a request from Mr. Tubbs, 3016 McDonald, for permission to barricade Kitch and Edsall on McDonald on Saturday, June 7, 1980 from 3:00 p.m. to 9:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

35. Received a request from Gregg Cook, 1222 Applewood Road, for permission to barricade Applewood from Peartree to Limewood on Sunday, June 15, 1980 from 10:00 a.m. to 6:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

36. Received a request from Parks and Recreation Department, City County Building - 8th floor, for permission to barricade Harrison blocked off between Lewis and Baker, Lewis and Baker blocked off at Webster and Harrison (around the Post Office area) on Thursday, July 17, 1980 between 5:00 p.m. to 9:00 p.m.
PURPOSE: Bed race during the Three Rivers Festival.

Approved and permit issued.

37. Received a request from Phyllis Bowers, 6713 McBride Drive, for permission to barricade from the Coliseum parking lot on Parnell to State Street but not crossing State Street on Saturday, June 21, 1980 from 3:DO p. m. to 7:00 p.m.
PURPOSE: Indiana volunteer Firemen Association Convention Parade.

Approved and permit issued.

38. Received Street Lighting Resolution No. 142-8D, final plans, estimate and specifications prepared by the Street Lighting Engineering Oepartment for NEBRASKA NEIGHBORHOOD, PHASE V more specifically defined as: Perry Avenue from southern terminus to Illinois Street; Greenwood from Swinney Park bridge to Main Street, Watkins Street from second alley south of Illinois Street to Main, Illinois Street from Manufactures Avenue to Watkins Street, Mechanic Street from its southern terminus to Main Street, Cherry Street from Camp Allen Drive to Main Street, Camp Allen Drive from Huron Street to Main Street, Fair from Mechanic Street to Center Street, Huron Street from Mechanic Street to Camp Allen Drive, Elm Street from Mechanic to Camp Allen Drive. (CITY PAID)

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors May 23 and 30, 19BO.

Receive bids on Wednesday, June 4, 19BO at 9:00 a.m.

Ordered the Street Lighting Engineering Department to prepare bid documents.

39. SEWER REIMBURSEMENT AGREEMENT:

Permission is hereby granted to Phyllis Helvie, 11821 Auburn Road to tap a sewer to serve property at 11821 Auburn Road. Said permission is conditioned upon the payment of the sum of $422.94 to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. S-63-77, dated February 9, 1977, who are parties of said contract by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with WATER / SEWER SERVICE PERMIT ROOM.

Approved.

Ordered the City Utilities to remit the sum of $422.94 to Macke Development Corp., 1407 Traders Crossing, Ft. Wayne, Indiana, 46825, which sum was deposited with the City by the applicant to be distributed as set out in the Special Sewer Tap Agreement.

40. SEWER REIMBURSEMENT AGREEMENT:

Permission is hereby granted to the following:
Tony Pella, 8222 S. Anthony - Tract 1-C: $462.56

Helen E. Rossetter, B218 S. Anthony -Parcel 1-B: $462.56
to tap sewers to serve properties.
Said permission is conditioned upon the payment of the sum of $925.12 to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. S-04-72, dated January 19, 1971, who are parties of said contract by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with WATER/SEWER SERVICE PERMIT ROOM.

Approved.

Ordered the City Utilities to remit the sum of $925.12 to Macke Development Corp., 14D7 Traders Crossing, Fort Wayne, Indiana 46825, which sum was deposited with the City by applicants to be distributed as set out in the Special Sewer Tap Agreement.

41. Received a request from Indiana & Michigan Elec. Co., 110 West Berry, for permission to barricade between Main and Berry on West lane of Calhoun on Monday, May 19, 1980 and Tuesday, May 20, 1980 from 8:00 a.m. to 3:00 p.m.
PURPOSE: Repair manhole.

Approved and permit issued.

42. A request was received from True Love Missionary Baptist Church, 1010 E. Pontiac, for permission to hold a parade on Sunday, May 18, 1980 from 3:30 p.m. to 4:30 p.m. Route to be traveled: Pontiac to Hanna - Hanna to Wallace. Approximately 200 to 300 persons.
PURPOSE: Celebration of New Church.

Approved and permit issued.

43. Received invoice of Michael T. Levy Associates in the amount of $1,373.75 for consultant's time re Midwest Appropriate Technology Small Grants Program, U.S. Department of Energy.

Approved and ordered paid under Purchase Order 4-04309.

Meeting adjourned at 10:50 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Wednesday, May 21, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L.AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

H.R. Gamache, R. A. Staten
Sandra E. Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permits issued.

2602 Cass	--- Franck Const.
4025 Hoagland	--- Frank Hamilton
4037 Hoagland	--- Frank Hamilton
5125 Hoagland	--- R. Sowers
5129 Hoagland	--- R. Sowers
926 Nuttman	--- G. Mills
1810 Paper Mill Crossing	--- Bob Pelkington
1820 Paper Mill Crossing	--- Bob Pelkington
705 Ridgewood	--- Geo. Bellio

4. Received driveway applications: — Approved and permits issued.

2725 N. Anthony	--- Sowers Concrete
3503, 3509, 3512, 3513 and	Arthur Tilbury
3525 Algonquin	--- "
1821 Reidmiller	--- T. Gloyd
1210 W. Rudisill	--- Gateway Const.
1311 N. Anthony	--- Graber & Graber
5607 Larchwood Run	--- Ned Keener Const.
207 W. Maple Grove	--- "
215 W. Maple Grove	--- "
2804 Capitol	--- "
1320 Cinnamon	--- "
2705 Curdes Ave	--- "
2802 S. Fairfield	--- Robt. Houser

5. Received street cut applications: — Approved and permits issued.

2126 Butler Rd.	---
214 E. Butler	---
818 S. Calhoun	---
Camp Allen, S/W Main	---
1126 Camp Allen	---
3210 Central (alley)	---
5200 Hoagland	---
822 Hugh (alley)	---
4415 Lake	---
5907 Lois Lane (prkstrp)	---
1915 Lynn	---
4624 Pinecrest (prkstrp)	---
Profit Dr. 400' E/cl Executive Blvd.	---
2415 Smith (prkstrp)	---
5912 E. State	---
5306 E. State	---
2515 E. State (alley)	---
Belle Ave. N/Huestis	--- C.U.

916 E. State	---	NIPSCO
4625 Trier Rd.	---	"
4647 Trier Rd.	---	"
3306 Oliver (alley)	---	"
2602 Cass	---	"
1626 Wells	---	"
437 Englewood	---	"
1826 Howell	---	"
425 E. Leith	---	"
215 Pearl	---	"

6. Received tabulation and recommendation prepared by the Street Engineering Department for Resolution No. 5876-80 HANNA-CREIGHTON, PHASE IV.

AWARD CONTRACT to Hipskind Co... Inc. at and for their bid in the amount of $80,496.00 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract and necessary documents.

7. RECEIVE BIDS:

Improvement Resolution No. 5868-80 for improving by curb and sidewalk replacement in the EAST CENTRAL NEIGHBORHOOD, PHASE V, as follows:

MADISON ST., north and south sides bounded by Harmar on the west and Division on the east.
DIVISION ST., west side from Madison north to alleyway.
HARMAR ST., east and west sides bounded by Lewis on north and Hugh Street on the south.
HUGH ST., south side from Harmar to Chute and north side from Harmar to Chute, excluding Hanna Homesteas.
GAY ST., west side frmom Lewis on north to Hugh Street on the south:

BROOKS CONST. CO.	---	$84,206.25
L. W. DAILEY, INC.	---	72,076.30
HIPSKINO ASPHALT CORP.	---	74,930.50
HIPSKING CONCRETE, INC.	---	71,629.75
RIETH-RILEY	---	70,484.15
SIMERMAN CONST. CO.	---	77,716.95
SPEARS-DEHNER	---	78,206.11
T & F CONST.	---	69,972.55

Referred to the Street Engineering Department for tabulation and report.

AWARD contract on Wednesday, May 28, 1980 at 9 a.m.

8. Received Curb and Sidewalk Resolution No. 5880-80, final plans, estimate and specifications prepared by the Street Engineering Department for improving curb and sidewalk where needed on following known as LAREZ NEIGHBORHOOD IMPROVEMENT, PHASE III:
1. Lasalle St. - north side from Clay to Hanna and south side from Warsaw to Hanna.
2. Buchanan St. - both sides from Warsaw to Hanna.
3. St. Martin's St. - north side only from Warsaw to Hanna.
4. E. DeWald St. - both sides from Lafayette to Hanna
5. Warsaw St. - both sides from Creighton to LaSalle, excluding east side between St. Martin's and DeWald (CITY PAID).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors May 30 and June 6, 1980.

Receive bids on Wednesday, June 11, 1980 at 9 a.m.

Ordered the Street Engineering Department to prepare bid documents.

9. Received Street Improvement Resolution No. 5881-80, final plans, specifications and estimate for improving portions of Addison Avenue by restoration of concrete pavement at the following locations: 3422, 3302, 3332 and 3414 Addison. CITY PAID.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors May 30 and June 6, 1980. Receive bids on Wednesday, June 11, 1980 at 9 a.m. Ordered the Street Engineering Department to prepare bid documents.
Sec. IV	
10. Received plat for Seneca Hills submitted and approved by the City Plan Commission.	Approved.
11. Received plat for Lake Shores Extended, Section #2 submitted and approved by the City Plan Commission.	Approved.
12. Received final invoice #2 of L. W. Dailey, Inc. in the amount of $2,989.11 (retainage) prepared by the Street Engineering Department covered by Resolution No. 5827-79 Northwest Central Impact Area.	Approved and ordered paid by Community Development and Planning.
13. Received final invoice #3 of L. W. Dailey, Inc. in the amount of $8,153.11 prepared by the Street Engineering Department covered by Resolution No. 5827-79 West Central, Section "A".	Approved and ordered paid by Community Development and Planning.
14. Received final invoice #2 of L. W. Dailey, Inc. in the amount of $4,314.41 prepared by the Street Engineering Department covered by Resolution No. 5827-79 West Central, Section "B".	Approved and ordered paid by Community Development and Planning.
15. RESOLUTION NO. 69-41-15: WHEREAS, Fort Wayne Community Schools has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public street situated in Fort Wayne, Allen County, to-wit: An alley running South from Darrow Street which runs parallel to and west of South Clinton Street, said alley to be vacated to the South line of Lots six (6) and sixty-one (61) in Dreibelbiss Addition.	Approved.
16. Received recommendation from the Street Engineering Department that a purchase order be given to Moellering Construction Company for additional work performed under Resolution No. 5847-79 - Resurfacing 6th Councilmanic District. Extra work was performed which was not included in original resolution. Amount of invoice is $185.00.	Approved and ordered purchase order written.

17. Received Change Order #9 of Hagerman/Shambaugh, joint bidders, for deducting $354.00 prepared by McNamee, Porter & Seeley, Consulting Engineers, for Water Works Improvement Filtration Plant Additions - Contract 77-W-2.

Approved.

18. Received invoice of Hagerman Construction Corporation (invoice #5) in the amount of $198,622.00 approved by Martindale, Tourney, Gibson, Inc., Architects, for the construction of Civic Center Parking Garage - Resolution No. 67-189-14.

Approved and ordered estimate #5 in the amount of $198,622.00 paid to Hagerman Construction Cor:

Also ordered the amount of $22,069.11 paid to the Hagerman Construction Corp. Escrow Account at Lincoln National Bank & Trust Company.

Payments are to be made by Community Oevelopment and Planning - UDAG Account 195-990.

19. Received invoice #10 of Spears-Dehner, Inc. in the amount of $34,702.42 approved by the Street Engineering Department covering work on Resolution No. 5835-79 on Fernhill Avenue for 3/28/80 tp 5/4/80.

Approved and ordered amount of $34,702.42 paid from LR S Account.

Also ordered the amount of $3,855.82 paid to Spears-Oehner, Inc. account at Lincoln National Bank & Trust Company.

20. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Hamilton Hunter, Inc. with guaranty bond in the amount of $625.00 signed by Fidelity & Oeposit Company of Maryland for BRENTWOOD PLAZA APT. SANITARY SEWER.

Approved.

Ordered acceptance letter written.

21. Received inspection report from the Water Pollution Control Engineering Oepartment and Completion Affidavit of Chaney & Sons Excavating with guaranty bond in the amount of $9,500.00 signed by The American Insurance Company for COUNTRY KITCHENS - St. Joe Center Road Sanitary Sewer.

Approved.

Ordered acceptance letter written.

22. Received petition for the installation by replacement of sidewalk fronting Lot #7 Casselwood Terrace known as 3231 Casselwood Drive.

Approved.

Ordered the Street Engineering Oepartment to investigate and report.

Board Order No. 40-80.

23. Received invoice #2 of Hipskind Concrete Corporation in the amount of $772.65 prepared by the Street Engineering Department covering work on Resolution No. 5838-79 - Osage Street Sidewalk. (Retainage).

Approved and ordered paid from MVH Fund.

24. Received invoice of Arrow Fence Company in the amount of $4,050.00 prepared by the Street Engineering Oepartment covered by Resolution No. 5866-80 - Lindenwood Avenue Guardrail.

Approved and ordered paid with MVH Funds.

25. Received invoice of Dailey Asphalt Products Co. in the amount of $5,000.00 prepared by the Street Engineering Department covered by Resolution No. 5805-78 - Resurfacing 1st and 2nd Councilmanic Districts. (Retainage).

Approved and ordered paid from Resurfacing Funds.

26. Received invoice of Moellering Construction Co., Inc., in the amount of $5,000.00 prepared by the Street Engineering Department covered by Resolutions #5847-79, 5846-79 and 5845-79 (Retainage).

Approved and ordered paid from Resurfacing Funds.

27. Invitational bids were taken by the Street Engineering Department for installation of guardrail at Lindenwood and Scholtz Rd., 2112 N. Clinton Street and St. Joe River Drive.
Fen-Guard bid $1,597.00.
Arrow Fence submitted low bid in the amount of $1,335.00.

Approved bid of Arrow Fence in the amount of $1,335.00.

Ordered Purchase Order issued.

28. Received petition for sidewalk at 1124 Baxter Street. Waiver signed by sole property owner.

Approved.

Ordered Street Engineering Department to seek invitational bid for project.

Board Order No. 41-80.

Meeting adjourned 10:30 a.m.

Robert N. Anderson, Jr.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Thursday, May 22, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy Clerk

H.R. Gamache, R.A. Staten
Sandra E. Kennedy

Received minutes of meetings held on Wednesday, May 14, 1980 at 9 a.m. and Wednesday, May 21, 1980 at 9:00 a.m.

1. HEARING ON CONFIRMATION:

Oeclaratory Resolution No. 1438-80 prepared by the Street Engineering Oepartment for permission to construct, install, occupy and maintain across Berry Street between Broadway and Van-Buren Street in the City of Fort Wayne, Indiana, one (1) overhead walkway connecting the present nine story building of St. Joseph's Hospital of Fort Wayne, Indiana, located on the north side of Berry Street and a proposed new three story medical building to be constructed by St. Joseph's Hospital of Fort Wayne, Indiana, on the south side thereof.

CONFIRMEO.

Ordered the Street Engineering Department to prepare Assessment Roll of Benefits and Oamages.

Agreement will be forthcoming.

2. HEARING ON CONFIRMATION:

Alley Improvement Resolution No. 5878-80 for improving the alley running between Crestwood Orive and Sunset Drive from Crestwood Drive to the east property line of Lot #41 of Southwood Park Addition Section "C" from the east property line of Sunset Orive to the east property line of Lot #41 of Southwood Park Additon, Section "C". Alley is to be of uniform width of 10 feet with 7" plain concrete.

Continued to Thursday, June 5, 1980 at 3:30 P.m.

Time up to receive remonstrance Monday, June 2, 1980 at 5:00 p.m.

3. Continued from May 8, 1980
HEARING ON CONFIRMATION:

Sidewalk Improvement Resolution No. 5860-80 for construction of sidewalk fronting and along the west side of 826 Nuttman Avenue at 75% property owner cost and 25% city cost; also, the northeast corner walk at Nuttman and Indiana at 100% city cost.

CONFIRMED.

Advertise Notice to Contractors May 30 and June 6, 1980.

Receive bids on Wednesday, June 11, 1980 at 9 a.m.

Ordered the Street Engineering Department to prepare bid documents.

4. Received request from L.I. Griffin, 4920 S. Monroe, for permission to barricade south bound lane of Fairfield between Berry and Wayne on Tuesday, May 20, 1980 to June 10, 1980 at all times.
PURPOSE: Demolition of Church.

Approved and permit issued.

5. Received a request from Colby Remodeling, 612 Prospect, for permission to barricade the southeast corner of Harrison and Grant on Monday, May 19 thru Friday, May 23, 1980 at all times.
PURPOSE: Place sanitainer for remodeling.

Approved and permit issued.

6. Received request from NIPSCO, 1501 Hale, for permission to barricade the east side of North Calhoun from Sixth to 200 ft. south of Sixth Street on May 21, 1980 thru May 23, 1980 starting at 7:00 a.m. and ending at 4:00p.m.
PURPOSE: Place no parking signs.

Approved and permit issued.

7. Received request from General Telephone Co., Tecumseh Avenue, for permission to barricade Wells Street - south bound lane at Northrop on May 22, 1980 from 7:30 a.m. to 11:00 a.m.
PURPOSE: Service into Evans Toyota.

Approved and permit issued.

8. Received request from Illsley Place Neighborhood Association, Jim Conner, 1010 Lincoln Bank Tower, for permission to barricade Illsley between Beaver Avenue and Broadway on Monday, May 26, 1980 from 4:30 p.m. to 10:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

9. Received a request from State Street Merchants & NOrthside Neighborhood Association, 2726 Northside Drive, for permission to hold a parade on Saturday, May 31, 1980 from 9:00 a.m. to 10:00 a.m. Route to be traveled: Florida at State Street.
PURPOSE: State Street Day.

Approved and permit issued.

Meeting adjourned at 4:00 p.m.

ATTEST:

Clerk

BOARD OF PUBLIC WORKS

Wednesday, May 28, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache, R.A. Staten
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received street cut applications: — Approved and permits issued.

3025 S. Anthony (alley	--- NIPSCO
214 E. Butle-	--- "
4202 S. Calhoun (parktsrp)	-- C.U.
Cedar, N. at Lewis	--- "
1200 Clark (prkstrp)	--- "
Coldwater Rd. S. of Coliseum	--- Gen. Tel
Colerick, E. at Monroe	--- C.U.
3626 S. Clinton (prkstrp)	--- "
3809 Eastway (prkstrp)	--- "
Eckart & Smith	--- "
5116 Gardenview	--- NIPSCO
6120 Guild (prkstrp)	--- C.U.
115 W. Jefferson (alley)	--- NIPSCO
2021 Jessie (prkstrp)	--- C.U.
1802 Lake (prkstrp)	--- "
425 E. Leith	--- NIPSCO
Main and Fulton	--- C.U.
2719 Manford (prkstrp)	--- "
1620 Melrose (alley)	--- NIPSCO
Monroe, S./Colerick	--- C.U.
2609 New Haven	--- "
Ohio, N/Hugh	--- "
4209 Oliver (prktrp)	--- "
215 Pearl	--- NIPSCO
2131 Pemberton (prkstrp)	--- C.U.
1015 Putnam	--- "
2200 Reynolds (prkstrp)	--- "
2511 Silverleaf (prkstrp)	--- "
Summit E./ Ohio	--- "
Trentman & Turpie (prkstrp)	--- "
1435 Wall	--- NIPSCO
Warsaw & Buchanan (prkstrp)	--- C.U.
Washington Ctr. Rd.	--- Bercot & Gibson
Webster & W. Foster Pkwy.	--- C.U.
(alley) N. of Wildwood	--- Gen. Tel
1st alley W/o Hoagland N. driving lane of E. State - 10' W/Kentucky	--- Gen. Tel.
1210 Summit (alley)	--- NIPSCO
620 Maxim (alley)	--- "
201 E. Masterson (prkstrp)	--- "
311 W. Concord Lane (prkstrp)	--- "
3025 S. Anthony (alley)	--- "

825 W. Superior --- NIPSCO
1406 McClellan (alley) --- "
922 E. Washington --- "
3317 Alexander (alley) --- NIPSCO
Arlington from Pettit --- "
to Pasadena
3025 S. Anthony --- Hipskind Asphalt
Archwood & N. Stony Run (parkstrp) --- C.U.
3114 Banks (prkstrp) --- "
710B Bradbury --- NIPSCO
1202 S. Calhoun (alley) --- "
Cass & Irene (prkstrp) --- C.U.
Cass & Russell (prkstrp) --- "
2602 Cass --- NIPSCO
2622 Chandler --- "
311 W. Concord Lane --- "
Constance /3496 N. Clinton --- "
209 W. Creighton --- "
740 Drexel on Eckart --- "
1119 Elm --- "
437 Englewood --- "
3617 S. Hanna (alley) --- "
1914 S. Harrison --- "
2706 S. Harrison --- "
1209 Herbert --- "
Hickory & Mulbury --- C.U.
2507 Hobson --- NIPSCO
922 E. Washington --- "
1020 E. Washington (alley) --- "
220 W. Wayne --- "
5409 S. Webster --- "
2717 Wells --- "
226 E. Williams (parktrp) --- C.U.
Woodward & Dodge (prkstrp) --- "
921 W. Lexington --- NIPSCO
2706 S. Harrison --- "
603-05 Huffman --- "
823 W. Superior /Jackson --- "
2942 Central (alley) --- "
1301 S. Anthony --- "

3. Received private sidewalk applications:

Approved and permits issued.

2107 Curdes ----------J. Whitman
4323 Indiana ---------- L. Kanning
2422 E. Pontiac ---------- R. W. Kain, Inc.
2200 Randalia ---------- M. Kinder & Sons
901 E. Rudisill ---------- G. Kunberger
3821 S. Park ---------- G. Kunberger
1637 Third St. ---------- E. Holiday

4. Received driveway applications:

Approved and permits issued.

2616 Bosworth ---------- Rasler Const.
1430 Stophlet ---------- David Langohr
2422 E. Pontiac ---------- R. W. Kain

5. Received Sewer Resolution Easement No. 175-80, final plans and property ownership list prepared by the Water Pollution Control Engineering Department for the condemnation of Permanent and Temporary sewer easements for the purposes to construct, operate, control and maintain a sanitary sewer line across a portion of the East half of Section 16, Township 29 North, Range 12 East bounded on the North by Pleasant Center Road, bounded on the East by Bluffton Road, bounded on the South by a line 800 L.F. South of the parallel to the center line of Pleasant Center Road and bounded on the West by Harber Ditch.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners JUNE 6 and JUNE 13, 1980.

Hearing on Confirmation Thursday, June 26, 1980 at 3:30 p.m.

Mail notices on June 13, 1980.

6. Received Change Order No. 6 of Hagerman Construction Corporation in the amount of $25,890.00 approved by Martindale, Tourney Gibson, Inc. and Director of Transportation, covering Resolution No. 67-189-14 - CIVIC CENTER PARKING GARAGE.

Approved.

Ordered sent to the Common Council on Tuesday, June 10, 1980 at 8:00 p.m.

7. RECEIVE BIDS:

Resolution No. 5856-80 for construction of dike along ST. Mary's River, St. Joseph River and the Spy Run Creek:

SPEARS-OEHNER, INC. -------- $575,056.74

HIPSKINO ASPHALT CORP. ----- $714,377.00

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, June 4, 1980 at 9 a.m.

8. RECEIVE BIDS:

Resolution No. 5869-8D for curbs and sidewalks where needed - NORTHWEST CENTRAL NEIGH8ORHOOO, PHASE IV:

BROOKS CONST.	---	$29,431.90
L. W. OAILEY, INC,	---	26,983.00
JOHN OEHNER, INC.	---	32,643.95
GATEWAY CONST.	---	27,533.00
HIPSKIND ASPHALT CORP.	---	28,153.00
HIPSKINO CONCRETE CORP.	---	26,502.75
MOELLERING CONST.	---	34,945.25
RIETH-RILEY CONST.	---	26,210.50
SIMERMAN CONST. CO.	---	27,450.50
T & F CONST.	---	25,565.45
T - G EXCAVATING CO.	---	35,557.85

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, June 4, 1980 at 9:00 a.m.

9. RECEIVE 8IDS:

Curb and Sidewalk Resolution No. 5870-80 for curbs and sidewalks where needed along both sides of Greenwood from Main to last house; also known as Nebraska Neighborhood, Phase V:

BROOKS CONST. CO.	---	$37,003.80
L. W. DAILEY, INC.	---	34,522.95
JOHN DEHNER, INC.	---	46,298.70
GATEWAY CONST.	---	36,204.15
HIPSKINO ASPHALT CORP.	---	34,891.10
HIPSKIND CONCRETE CORP.	---	29,591.55
McMAHAN-O'CONNOR CONST.	---	43,426.05
MOELLERING CONST.	---	37,152.8D
RIETH-RILEY CONST.	---	33,027.25
SIMERMAN CONST.	---	31,716.20
T & F CONST.	---	3D,283.50

Referred to the Street Engineering Oepartment for tabulation and report.

Award contract on Wednesday, June 4, 1980 at 9:0D a.m.

10. RECEIVE BIDS:

Curb and Sidewalk Resolution No. 5875-80 for the installation of curb and sidewalk - WEST CENTRAL PHASE V - bounded by Wall on the north, Broadway on the east, Taylor on the south and Phenie on the west:

ROOKS CONST. CO.	---	$78,317.30
L. W. DAILEY, INC.	---	75,968.25
JOHN DEHNER, INC.	---	85,331.20
HIPSKIND ASPHALT CORP.	---	81,953.65
HIPSKIND CONCRETE CORP.	---	67,506.30
McMAHAN-O'CONNOR CONST.	---	93,732.52
MOELLERING CONST.	---	87,229.80
RIETH-RILEY CONST.	---	69,398.00
SIMERMAN CONST.	---	82,200.50
T & F CONST.	---	75,924.20

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, June 4, 1980 at 9:00 a.m.

11. AWARD CONTRACT:

Received tabulation and report from the Street Engineering Department for the installation of curb and sidewalk in EAST CENTRAL NEIGHBORHOOD, PHASE V - Resolution No. 5868-80.

Award contract T & F Construction at and for their bid in the amount of $69,972.55 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract and necessary documents.

12. Received inspection report and Primary Assessment Roll prepared by the Street Lighting Engineering Department for Street Lighting Resolution No. 138-79 Schaper Drive.

Approved and Completion Affidavit filed.

Primary Assessment Roll approved.

Advertise Notice of Assessment, June 6 and 13, 1980.

Hearing on Confirmation of Assessment Roll Thursday, June 19, 1980 at 3:30 p.m.

Notices to be mailed on June 13, 1980.

13. Received petition for the installation of sidewalks in the 1400 and 1500 blocks of Fletcher Avenue.

Approved and ordered the Street Engineering Department to investigate and report.

Board Order No. 45-80.

14. Received Special Street Permit prepared by the Street Engineering Department for NORTHEASTERN CONSTRUCTION CO. to construct Frenchman's Crossing.

Approved.

15. Received request from Hamilton Hunter, Inc. for permission to pay area assessment for NORTHWAY GARDENS ADDITION SANITARY SEWERS EXTENSION, approved by Director of Water Resources, as follows:

1/3 -now ----------$1,467.34
1/3 -1/1/81---------$1,467.34
1/3 -1/1/82---------$1,467.34

Approved.

16. Received Special Sewer Permit for Nobis Construction Company prepared and approved by the Water Pollution Control Engineering Oepartment to construct sanitary sewer to serve Northway Gardens Addition Sanitary Sewer Extension. 100% maintenance bond is to be furnished when Completion Affidavit is filed.

Approved.

Board Order No. 46-80.

17. Received a request from Street Engineering Department for the issuance of Purchase Order in the amount of $912.00 for City's Share of payment of installation of sidewalks at 1124 and 1120 Baxter and wingwalk installation. (Waivers received).

Approved.

Ordered Purchase Order No. 04317 in the amount of $912.60 issued to Lauer Construction Company.

18. Received agreement between Robert Kelley and City of Fort Wayne, through its Board of Public Works, authorizing Robert Kelley to act as official appraisal agent for the City of Fort Wayne's Abandoned Vehicle program. Agent is to be paid $5.00 for each vehicle appraised.

Approved.

19. Received Agreement covering construction of Highway-Railway Grade Crossing and installation of Grade Crossing Warning Devices between NORFOLK AND WESTERN RAILWAY COMPANY and CITY OF FORT WAYNE, INOIANA.
Project: MG-F024 (2); MG-F016 (3) and MG-F016(4).

Approved.

A true copy is incorporated herein.

20. Received Agreement for Consulting Engineering Services by and between the City of Fort Wayne, Indiana, acting through its Board of Public Works and CLARK, OIETZ ENGINEERS DIVISION, CRS GROUP ENGINEERS, INC. for Professional Engineering Services Step II Portion of the Lakeside Interceptor and Treatment Project.

Approved subject to councilmanic approval.
Ordered sent to the Common Council on Tuesday, June 24, 1980 at 8:00 p.m.

A true copy is incorporated herein.

21. Received Water Contract No. 7801 prepared and approved by the Water Engineering Department between Willshire Oevelopment Corporation and the Fort Wayne Water Utility of the City of Fort Wayne, Indiana, to construct water main system to serve Willshire Estates Orive from an existing 12" water main on Trier Road northward a distance of 1175 ± LF to its northern terminus.
On Brian Orive and Finchley Court.
WILLSHIRE ESTATES, SECTION II.

Approved.

22. Received inspection report from the Water Engineering Department for Water Contract 7801 - WILLSHIRE ESTATES, SECTION II Boned should be waived on this project because system has been in service in excess of one year.

Approved and ordered acceptance letter written.

23. Received Water Contract No. 7908 prepared and approved by the Water Engineering Department between INTERRAD OEVELOPMENT CORP. and the Fort Wayne Water Utility of the City of Fort Wayne, Indiana, to construct water main system to serve WOOOLANDS OF RIVERSIDE - Inland Trail, etc.

Approved.

24. Received Sewer Extension Agreement by and between JOHN OEHNER, INC. and the City of Fort Wayne, Indiana, for Harber Ditch Interceptor, Phase III.	Approved. A true copy is incorporated herein. Ordered sent to the Common Council on Tuesday, June 24, 1980 at 8:00 p.m.
25. Received Change Order No. 1 in the amount of decrease of $17,635.00 of Bercot, Inc. prepared and approved by the Water Pollution Control Engineering Departemnt for Sewer Resolution No. 309-79 - HARBER OITCH SANITARY SEWER, PHASE III.	Approved.
26. A request was received from N. G. Gilbert, 831 Donnell Street, for permission to barricade the west bound alley west side of Short Street south of Huffman on Wednesday, May 28, 1980 to Friday, June 6, 1980 at all times. PURPOSE: Installation of street lighting.	Approved and permit issued.
27. A request was received from O. J. Brandenberger, 415 E. Pettit, for permission to barricade the alley between Berry a nd Wayne - East off Calhoun at Inland 8uilding on May 28, 1980 from 8:00 a.m. to 12:00 Noon. PURPOSE: Repair fire escape.	Approved and permit issued.
28. A request was received from N.G. Gilbert, 831 Oonnell Street, for permission to barricade the east bound alley at east side of Geller south of Huffman on May 28, 1980 through May 30, 1980 from noon to noon. PURPOSE: Installation of street lighting.	Approved and permit issued.
29. Received a request from Mary Krasienko, 1005 Ridgewood Orive, for permission to barricade Lewis Street between Calhoun and Clinton on Saturday, May 31, 1980 from 8:00 p.m. to 12:00 p.m. PURPOSE: Bishop of Diocese McManus - party for yourn adults 18-25 years.	Approved and permit is sued.
30. Received a request from Schenkel & Scheele, 1117 Broadway, for permission to barricade curb on Pearl Street on North Side from Harrison west on May 29, 1980 for one month at all times. PURPOSE: Hood first four meters to place sanitainer for remodeling Wayne Hardware.	Approved and permit issued.
31. Received a request from Garrett Ott & C. T. Salk, 1118 S. Calhoun, for permission to barricade 122 W. Washington on Wednesday, May 28, 1980 from 9:00 a.m. to 5:00 p.m. PURPOSE: Sandblasting Building.	Approved and permit issued.
32. Received a request from Three Rivers Velo Sport (Charles South), P.O. Box 1391, for permission to barricade various locations for event sponsored by Fort Wayne National 8ank from 7:00 a.m. to 1:30 p.m. PURPOSE: Velo Sport Event.	Approved and permit issued.

33. Received a request from Three River Velo Sport (Charles South), P.O. Box 1391, for permission to hold a parade on Sunday, June 1, 1980 from 8:00 a.m. to 1:00 p.m. Approximate Number of People: 150 and 150 vehicles. Route to be traveled: Berry Street to Calhoun Street to Columbia (Landing, Harrison, Pearl, Ewing and Berry Street). PURPOSE: Bicycle race.

Approved and permit issued.

34. Received Resolution whereby City of Fort Wayne, Indiana, through its Board of Public Works, granted PERPETUAL EASEMENT to Indiana Franklin Realty, Inc. to construct on following described real estate: known as ONE SUMMIT SQUARE.

Lots 190, 189, 188, 187 and 186, except for the east five feet thereof, and the vacated alley adjacent to and between said lots 187 and 188, all in the original plat of the town of Fort Wayne, Indiana, according to the plat thereof recorded in the Office of the Recorder of Allen County, Indiana.

Approved.

A true copy is incorporated herein.

Meeting adjourned at 11:00 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Thursday, May 29, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

H.R. GAMACHE, R.A. STATEN
Sandra Kennedy

Received minutes of meetings held on Thursday, May 22, 1980 at 3:30 P.m. and Wednesday, May 28, 1980 at 9:00 a.m.

1. HEARING ON CONFIRMATION:

Curb and Sidewalk Resolution No. 5867-80 for installation of curbing along the south side of Kenwood Avenue from Carew Street to Rolston Street (Lots 471 to 455 Grasmere Heights Addition), also corner walks at Kenwood and Carew and Rolston.

Continued to Thursday, June 12, 1980 at 3:30 p.m.

Time up to remonstrate Monday, June 9, 1980 at 5:00 p.m.

2. HEARING ON CONFIRMATION:

Sidewalk Improvement Resolution No. 5873-80 for construction of new sidewalk on the north side of McKinnie Avenue from South Park Drive west to first alley east of Hanna Street.

Continued to Thursday, June 12, 1980 at 3:30 p.m.

Time up to remonstrate Monday, June 9, 1980 at 5:00 p.m.

Remonstrance received. Street Engineering Oepartment to tabulate and report.

Meeting adjourned at 3:40 p.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Wednesday, June 4, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. AKERS, H.R. GAMACHE, R.A.STATEN
Sandra Kennedy

Received minutes of meeting held on Thursday, May 29, 1980 at 3:30 p.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received driveway applications:

Approved and permits issued.

4233 Arlington /Maxine Dr. --------E. Holiday
2107 Curdes ----------Don Oiller
617 Forest Ave. ----------R & W Const.
7100 So. Hanna ----------Hipskind Asphalt
3930 - 3922 Indiana ----------Pfeiffer Const.
5802 Turtle Creek Or. ----------Gene Keller & Sons
3104 Beaver ----------Robt. Crosby, Inc.

4. Received sidewalk applications:

Approved and permits issued.

4006 Arlington ----------J. Whiteman (K Scheeler)
1120 Baxter ----------Lauer Const. Co.
1124 Baxter ----------Lauer Const.
617 Forest Ave. ----------Don KWP 46706
2005 Hillside ----------Kirk Scheeler
3930 & 3922 Indiana--------Pfeiffer Const.
429 W. Sherwood Terrace----Kirk Scheeler Const.

5. AWARD CONTRACT:

Received tabulation and recommendation from the Street Engineering Department for Resolution No. 5869-80 for curbs and sidewalks where needed NORTHWEST CENTRAL NEIGHBORHOOD, PHASE IV.

Award contract to T & F Const. Co. at and for their bid in the amount of $25,565.45 subject to councilmanic approval.

Ordered the Street Engineering Oepartment to prepare contract and necessary documents.

6. AWARO CONTRACT:

Received tabulation and recommendation from the Street Engineering for Resolution No. 5856-80 for construction of dike along St. Mary's River, St. Joseph River and the Spy Run Creek.

Award contract to Spears-Dehner, INc. at and for their bid in the amount of $575,056.74 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract and necessary documents.

7. AWARD CONTRACT:

Received tabulation and recommendation from the Street Engineering for Resolution No. 5870-8D for curbs and sidewalks where needed along both sides of Greenwood from Main to last house; also known as NEBRASKA NEIGHBORHOOD, PHASE V.

Award contract to Hipskind Concrete at and for their bid in the amount of $29,591.55 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract and necessary documents.

8. AWARD CONTRACT:

Received tabulation and recommendation from the Street Engineering Department for Resolution No. 5875-80 for the installation of curb and sidewalk - WEST CENTRAL, PHASE V - bounded by Wall on the north, Broadway on the east, Taylor on the south and Phenie on the west.

Award contract to Hipskind Concrete at and for their bid in the amount of $67,506.3D subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract and necessary documents.

9. RECEIVE BIDS:

Street Lighting Resolution No. 142-80 (NEBRASKA NEIGHBORHOOD, PHASE V) more specifically defined as: Perry Avenue from southern terminus to Illinois Street; Greenwood from Swinney Park bridge to Main Street, Watkins Street from second alley south of Illinois Street to Main Street, Illinois Street from Manufactures Avenue to Watkins Street, Mechanic Street from its southern terminus to Main Street, Cherry Street from Camp Allen Drive to Main Street, Camp Allen Drive from Huron Street to Main Street, Fair from Mechanic Street to Center Street, Huron Street from Mechanic Street to Camp Allen Drive, Elm Street from Mechanic to Camp Allen Drive:

BIGGS ELECTRIC CO. ---------- $32,658.70
N. G. GILBERT CORP. --------- $33,900.0D
SERVICE ELECTRIC CO. -------- $37,058.54
T & F CONST. CO. ------------ $34,82D.15

Referred to the Street Lighting Engineering Department for tabulation and report.

Award contract on Wednesday, June 11, 198D at 9:00 a.m.

10. Received petition for the installation of street lighting on Drexel Avenue from Queen Street to Wayne Trace.

Ordered the Street Lighting Engineering Department to investigate and report.

Board Order No. 48-80 issued.

11. Received petition for the installation of ornamental street lighting on Michigan Avenue.

Ordered the Street Lighting Engineering Department to investigate and report.

12. Received petition for the installation of ornamental street lighting on Zollars Avenue from Nelson Avenue to Thompson Avenue.

Ordered the Street Lighting Engineering Department to investigate and report.

Board Order No. 49-8D.

13. Received plat - Supplement to Protective Restrictions Covenants, Limitations and Easements for SLEEPY HOLLOW PROFESSIONAL OFFICES submitted and approved by the City Plan Commission.

Approved.

14. Received petition for sidewalk on Forest Avenue and Pemberton Drive.

Referred to the Street Engineering Department for investigation and report.

Board Order No. 51-80.

15. Received a petition for installation of ornamental street lighting on Millside Court from Harrison to Fairfield.

Referred to the Street Lighting Engineering Department for investigation and report.

Board Order No. 52-80.

16. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of L. W. Dailey, Inc. with Guaranty Bond in the amount of $1,000 signed by St. Paul Fire & Marine Insurance Company for Parkwood Place Sanitary Sewer.

Approved and ordered acceptance letter written.

17. Received invoices of BERNARD T. PERRY, Consultant approved by Operations Director as follows:

$2,036.87 ---City of Fort Wayne v. I&M (Rates) Project F-78-9
$8,713.31 ---City Light Referendum - Project F79-4
$8,260.29 ---1980 WPC Annual Rate Review/ Diversified - EPA Negotiations Projects F79-5 and F80-1.

Approved and ordered paid by City Utilities.

18. Received Improvement Resolution No. 5882-80 for the installation of sidewalk and curb, drive approaches and wingwalks where needed on (1) Lillie Street, both sides between Colerick and Pontiac. (2) Leith Street, both sides between Lafayette and Hanna. (3) Boltz Street, both sides between Lafayette and Hanna and (4) Winter Street, both sides between Colerick and Pontiac. Also known as OXFORD PHASE V NEIGHBORHOOD IMPROVEMENT. (CITY PAID).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors June 13 and 20, 1980.

Receive bids on Wednesday, June 25, 1980 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

19. Received invoice of Harding, Dahm & Company in the amount of $1,600.00 for appraisal service for Hobson Road Corridor - HWY. PROJECT #M-7384.

Approved.

Ordered paid from LRS Account #320.

20. Received invoice of Martin, Inc.in the amount of $21,500.00 for demolition of Volunteers of America building at 1001 Wells Street approved by Director of Transportation - RESOLUTION NO. 5858-79.

Approved and ordered paid the amount of $21,500.00 from LRS Account #307. Ordered $2,150.00 withheld until complete restoration is finished.

21.	Received invoice of Clyde E. Williams & Associates, Inc. in the amount of $2,443.68 approved by the Director of Transportation for professional services in accordance with November 6, 1978 Engineering Agreement from 3/31/80 through 4/26/80 on CRESCENT AVENUE Environmental Assessment.	Approved and ordered paid from LRS Account #317.
22.	Received invoice of Clyde E. Williams & Associates, Inc. in the amount of $989.06 approved by the Director of Transportation for professional services in accordance with Engineering Agreement dated November 6, 1978 and Letter dated January 18, 1979 on LAKE AVENUE ENVIRONMENTAL ASSESSMENT.	Approved and ordered paid from LRS Account #334.
23.	Received invoice of Spears-Oehner, Inc. in the amount of $75.25 approved by Street Engineering Department covering work performed on railroad header modification in connection with Resolution No. 5835-79 FERNHILL AVENUE Project.	Approved and ordered paid from Account #329. LRS.
24.	Received invoice of Spears-Oehner, Inc. in the amount of $2,148.39 approved by the Street Engineering Department covering work on the Indiana State Highway Commission railroad crossing on Northrop - Resolution No. 5835-79 - FERNHILL AVENUE Project.	Approved and ordered paid from Account #329. LRS.
25.	Received ROOF REPAIR - TRAFFIC ENGR. OPERATIONS SIGNAL COMPLEX IMPROVEMENT RESOLUTION NO. 5883-80, final plans, specifications and estimate for repair of roof at the Traffic Engineering Operations Signal Complex located at 1730 S. Lafayette Street by removing all present roofing from steel deck and installing new insulation and new built-up roof. (CITY PAID).	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors June 13 and 20, 1980. Receive bids on Wednesday, June 25, 1980 at 9:00 a.m.
26.	Received quotation from the Purchasing Agent for BLANKET Purchase Orders for material for the Office Services Department: BUSINESS EQUIPMENT COMPANY ----------$3,002.80 (Purchase Order #B-2239) SHREX OF FORT WAYNE ----------$3,256.23 (Purchase Order #B-2240) DOUBLEDAY BROTHERS ----------$3,521.43 (Purchase Order #B-2241)	Approved purchase orders totaling $9,780.46 (BLANKET ORDERS - for office supplies) Nos. B-2239, B-2240 and B-2241. Ordered sent to the Common Council on Tuesday, June 24, 1980 at 3:30 p.m.

27. Received a request from Ray Stoffer Builder, 1114 Windsor Road, for permission to barricade at all times 2020 Cortland on Tuesday, June 3, 1980 for one week thru June 10, 1980.
PURPOSE: Place Sanitainer at curb - tearing and replacing roof.

Approved and permit issued.

28. Received a request from Aetna Life - Larry McCorkle, 202 W. Berry, for permission to barricade Harrison in front of Metro Building on Wednesday, June 4, 1980 at 8:00 a.m. to 2:00 p.m.
PURPOSE: Unloading furniture - truck parked in front.

Approved and permit issued.

29. Received a request from Shambaugh & Son, 9011 Front, for permission to barricade Hayden between Ohio and Strut Sts. on Thursday, June 5, 1980 from 7:00 a.m. until 4:30 p.m.
PURPOSE: Run water service at Lydell, Inc. 1140 Hayden.

Approved and permit issued.

30. Received a request from Robert D. Kline, 4312 Charter Lane, for permission to barricade the corner of Charter and Mathias on June 7, 1980 Saturday and Sunday, June 8, 1980 from 9:00 a.m. .
PURPOSE: Festival.

Approved and permit issued.

31. Received a request from Cardinal Industries, Hickory Mill Apts. - 5802 Turtle Creek Drive, for permission to barricade the East bound curb lane at Paulding and Turtle Creek Drive on June 6, 1980, Friday (rain date: Monday, June 9, 1980)
PURPOSE: Unloading apartment frames from trailers.

Approved and permit issued.

Meeting adjourned at 11:00 a.m.

Robert Anderson

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Thursday, June 5, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

H.R. GAMACHE, R.A. STATEN
Sandra Kennedy

Received Minutes of Meeting held on Thursday, May 29, 1980 at 3:30 p.m. and Wednesday, June 4, 1980 at 9 a.m.

1. Continued from May 22, 1980
HEARING ON CONFIRMATION:

Alley Improvement Resolution No. 5878-80 for improving the alley running between Crestwood Drive and Sunset Drive from Crestwood Drive to the east property line of Lot #41 of Southwood Park Addition, Section "C" from the East property line of Sunset Drive to the East property line of Lot #41 of Southwood Park Addition, Section "C" to a uniform width of ten feet with 7" plain concrete.

CONFIRMED.

Advertise Notice to Contractors, July 11 and July 18, 1980.

Received bids on Wednesday, July 23, 1980 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

2. HEARING ON CONFIRMATION:

Water Improvement Resolution No. 1020-80 for the construction of a system of water mains in and along Olladale Drive from Betty Avenue, southward 738 ± lineal feet.

CONFIRMED.

Advertise Notice to Contractors, July 11 and July 18, 1980.

Receive bids on Wednesday, July 23, 1980 at 9:00 a.m.

Ordered the Water Engineering Department to prepare bid documents.

3. HEARING ON CONFIRMATION:

Water Improvement Resolution No. 1021-80 for the construction of a system of water mains in and along Kelmar Drive from an existing twelve inch water main on Sandpoint Road eastwardly 664 ± feet.

Confirmed.

Advertise Notice to Contractors, July 18 and 25, 1980.

Receive bids on Wednesday, July 30, 1980 at 9AM.

Ordered the Water Engineering Department to prepare bid documents.

4. Received invoice #16 of Hagerman-Shambaugh, joint bidders, in the amount of $537,934.65 approved by McNamee, Porter nad Seeley, Consulting Engineers, and Director of Water Resources covering work on Contract 77-W-2 - Water Works Improvements Filtration Additions.

Approved and ordered invoice of Hagerman/Shambaugh in the amount of $537,934.65 paid by City Utilities.

Also ordered the amount of $28,312.35 paid to Hagerman/Shambaugh Escrow Account at Fort Wayne National Bank.

Payments are to be made from the Water Utility Fund.

5. Received invoice #10 of Shambaugh & Son, Inc. in the amount of $91,202.03 approved by McNamee, Porter and Seeley, Consulting Engineers, and Director of Water Resources covering work on Contract 77-W-3 Water Works Improvements - St. Joseph Oam and Pump Station.

Approved and ordered invoice of Shambaugh & Son, Inc. in the amount of $91,202.03 paid by City Utilities

Also ordered the amount of $4,800.10 paid to Shambaugh Escrow Account at Fort Wayne National Bank.

Payments are to be made from the Water Utility Fund.

6. Received Improvement Resolution No. 5884-80, final plans and specification and estimate for improving curb, sidewalk, drive approaches, alley approaches and wingwalks on both sides of (1) John Street between Colerick and Pontiac. (2) Reed Street between Colerick and Pontiac. (3) Smith Street between Colerick and McKee Street. (4) Gay Street between Colerick and McKee Street and (5) Weisser Park between Colerick and McKee Streets, also known as OXFORD PHASE V-B NEIGHBORHOOO IMPROVEMENT PACKAGE. (CITY PAID).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors June 13 and 20, 1980.

Receive bids on Wednesday, June 25, 1980 at 9:00 a.m.

Ordered Street Engineering Department to prepare bid documents.

7. Received Improvement Resolution No. 5885-80, final plans, specifications and estimate for improving curb, sidewalk, drive approaches and wingwalks on both sides of Gay Street from Pontiac Street to Creighton Avenue, also known as HANNA-CREIGHTON PHASE IV -8 Neighborhood Package Improvement. (CITY PAID).

Approved and adopted. A true copy is incorporated herein.

Advertise, Notice to Contractors June 13 and 20, 1980.

Receive bids on Wendesday, June 25, 1980 at 9 a.m.

Ordered the Street Engineering Department to prepare bid documents.

8. Received a request from Rev. Charles Ellenwood, 1232 Crescent, for permission to barricade Vermont from Alabama to Forest Park Blvd. on Sunday, June 8, 1980 from 9:30 a.m. to 11:30 a.m.
PURPOSE: Chruch Services in Rose Garden.

Approved and permit issued.

9. Received a request from Jill Dixon, 335 S. Cornell Circle, for permission to barricade S. Cornell from Harrison to Pasadena on Sunday, June 8, 1980 from 2:00 p.m. to 9:30 p.m.
PURPOSE: Block party.

Approved and permit issued.

10. Received request from Maurice Wolfe, 3305 Holton Avenue, for permission to barricade 3305 Holton in parkstrip sanitainer from 6-9-80 to 6-17-80 at all times.
PURPOSE: Replacing roof.

Approved and permit issued.

11. Received request from Indiana Volunteer Firemen's Association, 3005 Lincolndale Avenue, for permission to hold a parade on Saturday, June 21, L980 from 3:00 p.m. to 6:00 p.m. Starting at Memorial Coliseum and terminating at State Hospital. Route to be traveled: West entrance with exit on Parnell from Memorial Coliseum - down Parnell - disburse at Old State Hospital West entrance with exit on Parnell Street.
PURPOSE: Firemen's parade - Convention.

Approved and permit issued.

12. Received a request from Allen County 4-H Clubs, Inc. 11327 Bethel Road, for permission to hold a parade on Wednesday, July 16, 1980 from 6:00 p.m. to 7:30 p.m. Route to be traveled: Parnell Avenue from State Street to Coliseum Parking Lot. Approximately: 500 people, 100 animals and 200 vehicles.
PURPOSE: Opening of 4H Fair.

Approved and permit issued.

Meeting adjourned at 4:30 p.m.

Robert Anderson Staten

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy
Clerk

Wednesday, June 11, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
SANORA E. KENNEOY, Clerk

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permit issued.

3814 S. Barr ----------V.L. Tabron
318 E. Lexington Ct. -------Ralph E. Wiedman
822 Northwood Blvd. --------A. O. Delgrange
4234 So. Wayne ----------R. O. Gatton

4. Received driveway applications: — Approved and permit issued.

2416 Carew ----------Affordable Homes
318 E. Lexington Ct. -----Barbara Wiedman
1222 Pelham Dr. ----------Graber & Graber
822 Northwood Blvd. ------A. D. Delagrange

5. Received street cut applications: — Approved and permits issued.

2224 Alabama (alley)	---	NIPSCO
912 S. Anthony	---	"
Avondale & Pettit (prkstrp)	---	C.U.
Avondale & Richardsville (prkstrp)	---	"
1414 Broadway	---	"
2324 Chris Lane	---	NIPSCO
Clinton at entrance to Holiday Theatres (prkstrp)	---	"
1133 E. Creighton (prkstrp)	---	C.U.
3200 Crescent (prkstrp)	---	"
Crescent & St. Joe River (prkstrp)	---	"
2900 Evans (prkstrp)	---	"
1600 Fairfield	---	"
French & Webster (5)	---	"
2814 John	---	NIPSCO
2816 John	---	"
1303 Kensington (alley)	---	"
Intersec. Kentucky & E. State	---	Gen. Tel.
816 Kinsmoor (alley)	---	NIPSCO
2900 Knode Ct. (prkstrp)	---	C.U.
920, 930, 1002, 1006, 1010, 1014,		N. E. Const.
1018, 1022, 925 and 1001 Larch Lane	---	N.E. Const.
Lasalle & Warsaw (prkstrp)	---	C.U.
Lawndale & Kensington (prkstrp)	---	"
Lewis on Calhoun	---	"
921 W. Lexington	---	NIPSCO
Main E/Watkins	---	C.U.
Maxine E/Buell	---	"
Maxine E/Fairfield	---	"
7328 Maysville Rd.	---	"
503D S. Monroe	---	"
1212 Morton	---	NIPSCO
New Haven and Holly (prkstrp)	---	C.U.
3144 Oswego	---	NIPSCO
2016 Phenie	---	"
2810 Prairie Grove (prkstrp)	---	C.U.
Sherwood Terrace & Avondale (prkstrp)	---	C.U.

603 & 605 Huffman on Short	--- NIPSCO
6304, 6312, 632D, 6324, 6328, 6332, 6331, 6327, 6323, 6319, 6315, 6311, 6307 and 6303 Thaxton Place	--- "
2126 - 2128 Versailles Village Pl.	--- "
4215 Victoria	--- "
325 E. Wallace	--- "
1923 E. Washington	--- "
500 W. Wayne	--- C.U.
2920 White Oak (prkstrp)	--- "
Hobson bet. Coliseum & Trier	--- Gen. Tele.

6. AWARD CONTRACT:

Received recommendation and tabulation from the Street Lighting Engineering Department for Street Lighting Resolution No. 142-80 for lighting Nebraska Neighborhood Phase V Impact Area.

Award contract to Biggs Elec. Company at and for their bid in the amount of $32,658.70 subject to councilmanic approval.

Ordered the Street Lighting Engineering Department to prepare contract and necessary documents.

7. RECEIVE BIDS:

Sidewalk Improvement Resolution No. 5860-80 for construction of sidewalk fronting and along the west side of 826 Nuttman Avenue also, the northeast corner walk at Nuttman and Indiana Avenue.

L. W. DAILEY, INC. ----------$3,518.60

FT. WAYNE MINORITY CONST. ASSOC.-$3,855.30

RIETH-RILEY CONST. CO. ----------$3,772.90

SIMERMAN CONST. CO. ----------$3,753.40

T & F CONST. CORP. ----------$2,989.90

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, June 18, 1980 at 9:00 a.m.

8. RECEIVE BIDS:
Curb and Sidewalk Resolution No. 5880-80 - LAREZ NEIGHBORHOOD IMPROVEMENT, PHASE III: (City Paid).

BROOKS CONST. CO. ----------	$78,426.70
L. W. DAILEY, INC. ----------	90,488.00
HIPSKIND ASPHALT CORP. ----------	94,967.00
HIPSKINO CONCRETE CO. ----------	75,681.45
RIETH-RILEY CONST. CO. ----------	71,876.30
SIMERMAN CONST. CO. ----------	82,969.90
SPEARS-DEHNER, INC. ----------	92,177.40
T & F CONST. CORP. ----------	79,875.80

Referred to the Street Engineering

Department for tabulation and report.

Will award contract on Wednesday, June 18, 198D at 9:00 a.m.

9. RECEIVE BIOS:

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, June 18, 1980 at 9:00 a.m.

Street Improvement Resolution No. 5881-80 - improve portions of Addison Avenue by restoration of concrete pavement at the following locations: 3422, 3302, 3332 and 3414 Addison Avenue: (CITY PAID).

BROOKS CONST. CO.	$ 6,019.85
L. W. DAILEY, INC.	7,545.00
GATEWAY CONST. CO.	6,762.26
HIPSKIND ASPHALT CORP.	10,024.50
MOELLERING CONST.	8,230.85
RIETH-RILEY CONST.	7,406.00
SIMERMAN CONST. CO.	7,610.50
T & F CONST. CORP.	6,933.00

10. RESOLUTION NO. 69-64-10

WHEREAS, the City of Fort Wayne has a proposed Sewage Works Project (C-180599-01) wherein the Country Club Gardens Community and the Westmoor Pump Station Interceptor is a part of Junk Oitch Facility Plan which is being processed for funding by the United States Environmental Protection Agency, and

WHEREAS, said United States Environment Protection Agencies regulations do not permit funding of projects that will either induce or stimulate growth for the open space area adjacent to the interceptor shown in Exhibit "A",

NOW, THEREFORE, be it resolved by the Board of Public Works of the City of Fort Wayne, that:

1. For the area noted on Exhibit "A" as Fort Wayne County Club, County Club Terrace and Flood Plain, the City of Fort Wayne hereby establishes a moratorium on sewer tap connections into the Westmoor Pump Station Interceptor for a period of the next twenty (20 years.

Approved and adopted this June 11, 1980.
A true copy is incorporated herein.

11. RESOLUTION NO. 69-64-11

WHEREAS, the City of Fort Wayne has a proposed Sewage Works Project (C-180599-01) wherein the Trier Oitch Interceptor is a segment of the North Maumee Facility Plan which is being processed for funding by the United States Environmental Protection Agency, and

WHEREAS, said United States Environmental Protection Agencies regulations do not permit funding of projects that will either induce or stimulate growth within prime agricultural lands,

NOW, THEREFORE, be it resolved by the Board of Public Works of the City of Fort Wayne, that:

1. For all areas which are delineated as either "Prime Agricultural Land" or "Flood Plain" by either the Allen County Plan Commission or the City of Fort Wayne Planning Commission, the City of Fort Wayne hereby establishes a moratorium on sewer tap connections into the Trier Oitch Interceptor for a period of the next twenty (20) years.

Approved and adopted this June 11, 1980.
A true copy is incorporated herein.

12. Authorization is hereby given to Indiana Bank & Trust Company for the release of Escrow in the amount of $11,407.02 to Dailey Asphalt Products Company, Inc. for Resolution No. 5850-79 - 1979 RESURFACING RESOLUTION: Clinton, Calhoun, Spy Run Extended and Wayne Streets areas.

Approved.

13. Authorization is hereby given to Indiana Bank & Trust Company for the release of Escrow in the amount of $14,812.77 to Dailey Asphalt Products Co., Inc. for Resolution No. 5851-80 - Resurfacing Anthony Blvd. from the south curb line of Maumee Ave. to the south curb line of Rudisill Boulevard.

Approved.

14. Received inspection report and Primary Assessment Roll prepared by the Street Engineering Department for Resolution No. 5862-80 for improving curb on Kentucky Avenue - locations 2005 and 2015 Kentucky.

Approved and Completion Affidavit filed.

Primary Assessment Roll approved.

Advertise Notice of Assessment June 20 and June 27, 1980.

Hearing on Confirmation of Assessment Roll Thursday, July 3, 1980 at 3:30 p.m.

Notices to be mailed on June 27, 1980.

15. Received inspection report and Primary Assessment Roll prepared by the Street Engineering Department for Resolution No. 5863-80 for the construction of sidewalk fronting 2117 Short Street.

Approved and Completion Affidavit filed.

Primary Assessment Roll approved.

Advertise Notice of Assessment June 20 and June 27, 1980.

Hearing on Confirmation of Assessment Roll Thursday, July 3, 1980 at 3:30 p.m.

Notices to be mailed on June 27, 1980.

16. SEWER TAP AGREEMENT REIMBURSEMENT:

Permission is hereby granted to:

Richard Guy for 1438 Dupont Road W.	---	$934.24
Donald Stayer, 1502 Dupont Road W.	---	934.24
V. J. Weimer, 1514 Dupont Road W.	---	934.24
Margaret Patchen, 1522 Dupont Road W.	---	934.24
Alan Simerman, 1532 Dupont Road W.	---	934.24
		$4621.70

Said permission is conditioned upon the payment of the sum of $4,621.70 to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. S-240-80, dated October 25, 1978 who are parties of said contract, by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with WATER/SEWER SERVICE PERMIT ROOM.

Approved.

Ordered the City Utilities to remit the sum of $4,621.70 which sum was deposited with the City by the applicants to be distributed as set out in the Special Sewer Permit.

Remittance is to be made to Windsor Development Company, 6002 E. State Boulevard, 46815.

17. Received invoice of Dailey Asphalt Products Company in the amount of $10,036.08 approved by the Street Engineering Department covering Resolution No. 5850-79 for Street Resurfacing (Franke Park Oerby Track).

Approved and ordered paid from Resurfacing Fund.

18. Received invoice of Brooks Construction Company in the amount of $17,032.60 approved by the Street Engineering Oepartment covering Resolution No. 5841-79 for Resurfacing 1st Councilmanic Oistrict.

Approved and ordered paid from Resurfacing Fund.

19. Received invoice of Wayne Asphalt & Construction Company, Inc. in the amount of $51,228.18 approved by the Street Engineering Oepartment covering Resolution No. 5843-79 for Resurfacing 3rd Councilmanic Oistrict.

Approved and ordered paid from Resurfacing Fund.

20. Received invoice in the amount of $59,830.25 of Wayne Asphalt & Construction Company, Inc. approved by the Street Engineering Oepartment covering Resolution No. 5844-79 for Resurfacing 4th Councilmanic Oistrict.

Approved and ordered paid from Resurfacing Fund.

21. Invitational bids were taken by the Street Engineering Oepartment for miscellaneous projects. Low bid was received from Hipskind Concrete in the amount of $2,351.75. Recommendation received that Hipskind Concrete Company be awarded the contract.

Approved contract to Hipskind Concrete:
Property Ownership share: $ [illegible]
City's Share: ----------$1907.75

Ordered Purchase Order issued for the amount of $1,907.75. P.O. 4-04341.

22. Received invoice of Dailey Asphalt Products Co. in the amount of $30,923.51 approved by the Street Engineering Oepartment covering Resolution No. 5851-79 - Anthony Boulevard Resurfacing.

Approved and ordered paid from Resurfacing Funds.

23. Received invoice #3 of L. W. Dailey, Inc. in the amount of $23,500.53 approved by the Street Engineering Oepartment covering Resolution NO. 5827-79 - Nebraska Phase IV.

Approved and ordered paid by Community Development and Planning.

24. Received invoice #4 of L. W. Dailey, Inc. in the amount of $4,637.16 (RETAINAGE) approved by the Street Engineering Department covering Resolution No. 5827-79 - Nebraska Phase IV.

Approved and ordered paid by Community Development and Planning.

25. Received invoice of Hipskind Concrete Corporation in the amount of $146.75 approved by the Street Engineering Department covering Resolution No. 5863-80 - Sidewalks at 2117 Short Street.

Approved and ordered paid from MVH Funds.

26. Received invoice of Hipskind Concrete Corporation in the amount of $1,072.20 approved by the Street Engineering Department covering Resolution No. 5862-80 - curbing at 2015 and 2005 Kentucky Avenue.

Approved and ordered paid from MVH Funds,

27. Received invoice of Oailey Asphalt Products Company in the amount of $3,221.00 approved by the Street Engineering Oepartment for invitational project - Mount Vernon Park Island Removal.	Approved and ordered paid from Purchase Order No. 4-07981.
28. Received invoice of L. W. Dailey, Inc. in the amount of $2,975.00 approved by the Street Engineering Oepartment for invitational project - S.W. corner High and St. Mary's catch basin and wingwalk.	Approved and ordered paid from Purchase Order No. 4-04303.
29. Received invoice of Butler, Fairman & Sewfert, Inc. in the amount of $3,777.00 approved by the Director of Transportation covering City's share on Ewing - Fairfield-Wells Street Bridge project. Amount is for engineering inspection services perf ormed from April 1, 1980 to May 2, 1980.	Approved and ordered paid from LRS Account #307.
30. Received invoice #3 of Structural Concrete Services in the amount of $9,000.00 approved by the Street Engineering Oepartment covering Resolution No. 5836-79 - City-County Parking Plaza Repair.	Approved and ordered paid from 402-345-345-4713.
31. Received invoice of Winzeler Excavating Company, Inc. in the amount of $5,000.00 approved by the Oirector of Water Resources covering work on Sewer Resolution No. 298-77 ROTHMAN ROAD SANITARY SEWER INTERCEPTOR.	Approved. Ordered Escrow in the amount of $5,000.00 released from Account at Ft. Wayne National Bank. (FINAL)
32. Received invoice #70-10-210-01-21 of McNamee, Porter and Seeley in the amount of $17,230.08 for engineering services for General and Resident Engineering for Water Works Improvements in accordance with Contract between the City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977. Invoice approved by the Oirector of Water Resources.	Approved and ordered paid by City Utilities from the Water Utility Fund.
33. Received invoice #7 of Moellering Construction Company, Inc. in the amount of $72,024.07 (30% City share) approved by the Butler, Fairman and Seufert, Inc. and Street Engineering Department covering work on EWING - FAIRFIELD - WELLS STREET BRIDGE to cover period from April 26, 1980 to May 23, 1980.	Approved and ordered paid from LRS account #307
34. Received preliminary plans, estimate and recommendation prepared by the Street Lighting Engineering Department regarding ornamental street lighting on Milside Ct. from Harrison to Fairfield (LINCOLNSHIRE ADDITION).	Ordered the Street Lighting Engineering Department to prepare plans, specifications, estimate and resolution for Board Order No. 127-77 - LINCOLNSHIRE ADOITION including Millside Court. Board Order 52-80 is hereby rescinded.

35. Received invoice #6 of Hagerman Construction Corp. in the amount of $218,970.00 approved by Martindale, Tourney, Gibson, Inc. for the construction of Civic Center Parking Garage RESOLUTION NO. 67-189-14.

Approved and ordered estimate #6 paid to Hagerman Construction Corporation.

Also ordered the amount of $24,330.00 paid to the Hagerman Construction Corp. Escrow Account at Lincoln National Bank & Trust Company.

Payment is to be made by Community Oevelopment and Planning - UOAG ACCT. 195-990.

36. Received contract of Brooks Construction Company with Guaranty and Liability Bonds in the amount of $9,180.00 prepared by the Street Engineering Department signed by American States Insurance Company for Improvement Resolution No. 5859-80 - for improving Oavis Street with brick as originally built from Main Street to Mary Street.

Approved.

Ordered sent to the Common Council on Tuesday, June 24, 1980 at 8:00 p.m.

37. EMERGENCY RESOLUTION NO. 69-68-37

WHEREAS, the asphalt plant was damaged by fire; and

WHEREAS, an Emergency exists for immediate repair; and

WHEREAS, the Board of Public Works received invitational bids through the Street Commissioner, Street Oepartment, for said repairs on outside of the building from J.M. Long Company, Inc., in the amount of $5,448.88; and O. J. Brandenberger, Inc., in the amount of $6,296.93 and from Jackson Reconstruction Corp., in the amount of $5,581.20.

WHEREAS, the Board of Public Works received invitational bids for the tank insulation from Close Insulation Company, Inc., in the amount of $4,400.00; and from Airco Company in the amount of $5,835.00.

NOW, THEREFORE, the Board of Public Works hereby declares an Emergency exists to repair said asphalt plant immediately and approves Purchase Order #4-08599 to J.M. Long Company, Inc., for the amount of $5,448.88 to repair outside of building and Purchase Order #4-08598 to Close Insulation Company, Inc. for $4,400.00 to repair insulation.

APPROVEO THIS June 11, 1980.

Copy on file in the Board of Public Works.

Meeting adjourned at 11:00 a.m.

Robert Anderson

BOARO OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy
Clerk

Thursday, June 12, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra Kennedy

Received minutes of Meetings held on Thursday, June 5, 1980 at 3:30 p.m. and Wednesday, June 11, 1980 at 9 a.m.

1. Continued from May 29, 1980
HEARING ON CONFIRMATION:

Sidewalk Improvement Resolution No. 5873-80 for the construction of sidewalk on the north side of McKinnie Avenue from South Park Drive west to first alley east of Hanna Street.

Remonstrance received by the Street Engineering Department contains 86.66% of property owners.

RESCIND ALL ACTION.

2. Continued from May 29, 1980
HEARING ON CONFIRMATION:

Curb and Sidewalk Improvement Resolution No. 5867-80 for the construction of curbing along the south side of Kenwood Avenue from Carew Street to Rolston Street (Lots 471 to 455 Grasmere Heights Addition), also corner walks at Kenwood and Carew and Rolston.

CONFIRMED.

Advertise Notice to Contractors June 27 and July 4, 1980.

Receive bids on Wednesday, July 9, 1980 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

3. HEARING ON CONFIRMATION:

Surface Drainage Resolution No. 5879-80 for improving drainage along the north side of Congress Avenue from Wayne Trace to Holly by installation of culvert pipes and ditching with property owners paying $1,771.00.

Continued to Thursday, June 26, 1980 at 3:30 p.m.

4. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of John Hartman Construction Company with Guaranty Bond in the amount of $4,135.00 signed by State Automobile Mutual Insurance Company for Villa of the Market Place Sanitary Sewer.

Approved.

Ordered acceptance letter written.

5. Received petition for improvements to storm drainage on Dale Drive from Bluffton Road to Koester Drive.

Approved and ordered the Water Pollution Control Engineering Department to investigate and report.

Board Order No. 53-80 issued.

Previous Board Order 79-68 is canceled.

Meeting adjourned at 4:40 p.m.

Robert Anderson Stein

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy

Clerk

Wednesday, June 18, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
SANDRA E. KENNEDY, Clerk

H.R. Gamache, R.A. Staten
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received street cut applications: — Approved and permits issued.

329 E. Berry	---	C.U.
333 E. Berry	---	"
Bowser & Pontiac (prktrp)	---	"
Brookside & Taylor (prkstrp)	---	"
2410 N. Clinton	---	"
Coliseum & New Haven (prkstrp)	---	"
French & Webster	---	"
Hatfield Rd. approx. 1200' S. of Wash. Ctr. Rd.	---	Gen. Tel.
Hugh E/Gay	---	C.U.
Hugh at McCulloch	---	"
330 E. Washington	---	Shambaugh & Sons
McCulloch & Eliza	---	C.U.
6101 Oakmont (prkstrp)	---	"
6925 Ordway (prkstrp)	---	"
2300 W. State by RR tracks (prkstrp)	---	"
3700 E. State	---	"
1126 E. Washington	---	J & G Water & Sewer
353 W. Woodland / Hoagland (prkstrp)	---	C.U.

4. Received private sidewalk applications: — Approved and permits issued.

422 W. Creighton ----------Robert Houser
4017 Vail Ct. ----------William Bates
4024, 4029, 4030,4102 Vail------William Bates (Affordable Homes)
1401 Kensington ----------Richard Jacobs
229 Irvington ---------- James Brunson, Inc.
1202 Nuttman ---------- Robert Houser

5. Received driveway applications: — Approved and permits issued.

4017,4024,4029,4030 and 4102 Vail Ct.-----Bob Pelkington, Inc.

6. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Oepartment for Sidewalk Resolution No. 5860-80 for the construction of sidewalk fronting and along the west side of 826 Nuttman Avenue at 75% property owners cost and 25% city cost; also the northeast corner walk at Nuttman and Indiana at 100% city cost.

Award contract to T & F Construction at and for their bid in the amount of $2,989.90 subject to councilmanic approval.

Ordered the Street Engineering Oepartment to prepare contract and necessary documents.

7. AWARO CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Oepartment for Curb and Sidewalk Resolution No. 5880-80 for improving curb and sidewalks where needed on:
(1) LASALLE ST. - north side from Clay to Hanna and south side from Warsaw to Hanna.
(2) BUCHANAN ST. - both sides from Warsaw to Hanna.
(3) ST. MARTIN'S ST. - north side only from Warsaw to Hanna.
(4) E. OEWALD ST. - both sides from Lafayette to Hanna.
(5) WARSAW ST. - both sides from Creighton to Lasalle, excluding east side between ST. Martin's and Dewald.
also known as LAREZ NEIGHBORHOOO IMPROVEMENT, PHASE III.

Award contract to Rieth-Riley Const. Co. at and for their bid in the amount of $71,876.30 subject to councilmanic approval.

Ordered the Street Engineering Oepartment to prepare contract and necessary documents.

8. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Oepartment for Street Improvement Resolution No. 5881-80 for improving portions of Addison Avenue by restoration of concrete pavement at the following locations: 3422 Addison - 3302 Addison - 3332 Addison and 3414 Addison.

Award contract to Brooks Construction Company at and for their bid in the amount of $6,019.85 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract and necessary documents.

9. RECEIVE BIOS:

Improvement Resolution No. 5883-80 prepared by the Street Engineering Department for repair of roof at the Traffic Engineering Operations Signal Complex located at 1730 S. Lafayette Street by removing all present roofing from steel deck and installing new insulation and new built-up roof.

C.M. ROOFING, INC. ---------- $11,617.00

FT. WAYNE MINOR. CONTR. assoc.-- $ 8,254.20

C. L. SCHUST CO.M INC. --------- $12,594.00

Referred to the Street Engineering Department (Carl O'Neal - Director of Transportation) for tabulation and report.

Award contract on Wednesday, June 25, 1980 at 9 a.m.

10. Received invoice from Robert L. Kelley for services to Board of Works for appraising abandoned vehicles for the Abandoned Vehicle Program in the amount of $860.00.	Approved. Ordered paid from Abandoned Veh. Program 165-165-4001.
11. Received Right-of-way Acquisition on Hobson Road Project --- re: First Assembly of God of Fort Wayne, Inc. in the amount of $3,000.	Approved and ordered check issued in the amount of $3,000 from LRS Account #302. Ordered sent to the Common Council on Tuesday, July 8, 1980 at 8:00 p.m.
12. Received Real Estate Lease by and between the the Board of Public Works for the Fort Wayne Water Utility and James L. Roth for lease of twenty acres of land (Hurshtown Farm). Lease begins June 1, 1980 and ends on 31st day of May, 1982 at $600.00 per year. (Roth's address: R. R. #3 Box 43 - Grabill, Indiana, 46741).	Approved.
13. Received contract, guaranty and liability Bonds of L. W. Dailey, Inc. in the amount of $117,216.20 prepared by the Street Engineering Department signed by St. Paul Fire and Marine Insurance Company for Resolution No. 5871-80 for traffic geometrics nd signalization at Progress Road and S.R. # 3.	Approved and ordered sent to the Common Council on Tuesday July 8, 1980 at 8:00 p.m.
14. Received contract, guaranty and liability bonds of N. G. Gilbert Corporation in the amount of $14,795.00 prepared by the Street Lighting Engineering Department covering Street Lighting Resolution No. 141-80. Insurance company is Ohio Farmers Insurance Company. Project is for East Central, Phase V Impact with underground wiring.	Approved and ordered sent to the Common Council on Tuesday, July 8, 1980 at 8:00 p.m.
15. The City of Fort Wayne conveys to Robert E. Martin and Lucinda L. Martin the following real estate in Allen County, State of Indiana, to wit: Lot #10 of Tremmel's Subdivision of the West 150 feet of Hanna's Out Lot #16 in the East half of the southwest quarter of Section 12, Township 30 North of Range 12 East to the City of Fort Wayne known as --- 2525 South Hanna Street.	Approved. Copy on file in the Board of Public Works.
16. Received invoice from Allen County Highway Department of Butler, Fairman & Seufert, Inc. in the amount of $1,277.35 (59% participating based on agreement) regarding ACR-4-71 St. Joe Road (SR #37 to Evard Road) - Contract dated October 29, 1979.	Approved and ordered paid from LRS Account #316.
17. Received invoice #5 of T & G Excavating, Inc. in the amount of $34,938.59 approved by the W P.C. Engineering Department covering work on Sewer Resolution No. 307-79, Ranchwood, Phase I Sanitary Sewer.	Approved and ordered paid by City Utilities from WPC Utility Fund in the amount of $34,938.59. Also ordered the amount of $3,882.07 paid to Escrow Account at Anthony Wayne Bank (Attention: Howard Zimmerman).

18. Received invoice of Moellering Construction Company, Inc. in the amount of $185.00 approved by the Street Engineering Department covering work on Resolution No. 5847-79 - Resurfacing 6th Councilmanic District.

Approved and ordered paid from P.O. 4-04312.

19. Received preliminary plans and estimate for Fernhill Avenue Water Main Extension from the Water Engineering Department.

Approved and ordered the Water Engineering Department to proceed with resolution, etc. for project.

Board Order No. 57-8D issued for this water main extension.

20. Received invoice #11 of Spears-Dehner, Inc. in the amount of $12,773.26 approved by the Street Engineering Department covering work on Resolution No. 5835-79 on Fernhill Avenue for May 5, 1980 to June 1, 1980.

Approved and ordered amount of $12,773.26 paid from LRS Account.

Also, ordered the amount of $1,419.25 paid to Spears-Dehner, Inc. account at Lincoln National Bank & Trust Company.

21. Received Resolution No. 5877-80, final plans, specifications, estimate and property ownership list prepared by the Street Engineering Department for construction of curbing on Forest Park Boulevard from State Street to Dodge Avenue.

Approved and adopted. A true copy is incorporated herein.

Advertise, Notice to Property Owners, June 27 and July 4, 1980.

Hearing on Confirmation Thursday, July 17, 1980 at 3:30 p.m.

Mail notices July 3, 1980.

22. Received Right-of-Way Acquisition on Hobson Road Project --- re: Indiana Eldership of the Church of God Parkwood Church of God in the amount of $3,700.00.

Approved and ordered check issued in the amount of $3,700.00 from LRS Account #302.

Ordered sent to the Common Council on Tuesday, July 8, 1980 at 8:00 p.m.

Meeting adjourned at 10:15 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Thursday, June 19, 1980

Department of Public Works
Office of the 8oard
Room 910, City-County 8uilding
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
SANDRA E. KENNEDY, Clerk

H.R. Gamache, R.A. Staten
Sandra Kennedy

Received Minutes of Meetings held on Thursday, June 12, 1980 at 3:30 p.m. and Wednesday, June 18, 1980 at 9:00 a.m.

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Street Lighting Improvement Resolution No. 138-79 for the installation of ornamental street lighting on Schaper Drive from Maple Grove to Woodsdale Lane.

The 8oard determined the benefits as indicated.

Ordered the Street Lighting Engineering Department to prepare the Final Assessment Roll.

2. Received a request from Lutelia Reed, 1229 Fletcher, for permission to barricade Alliger up to alley before Maumee Avenue on June 21, 1980 from 6:00 p.m. to 10:00 p.m.
BLOCK PARTY

Approved and permit issued.

3. Received a request from The Williams Park Neighborhood Association, James Edelman - 3125 Clinton Court - for permission to barricade Wildwood blocked from Calhoun Street to Piqua on Saturday, June 21, 1980 from 3:00 p.m to 9:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

4. Received a request from Kathy Sargent - Crestwood Civic Association, 6443 Redbud Drive, for permission to barricade Hackberry from 8ittersweet and 8ayberry on June 21, 1980 from 9:00 a.m. to 9:00 p.m.
PURPOSE: Association Carnival.

Approved and permit issued.

5. Received a request from Richard Doust - Federal Roofinc Company, 3922 Arlington, for permission to barricade 2442 Hoagland Avenue starting on June 12, 1980 for ten days at all times.
PURPOSE: place dumpster for tearing off roof.

Approved and permit issued.

6. Received a request from Dow Dell, 911 Maumee Avenue, for permission to barricade between Maumee and Jefferson at Harmar on Saturday, June 21, 1980 from 8:30 a.m. to 7:30 p.m.
PURPOSE: Block Rummage party.

Approved and permit issued.

7. Received a request from Lincoln Life Ins. Company, 1300 S. Clinton, for permission to barricade the east lane of Harrison between Douglas and Lewis on Friday, June 20, 1980 from 7:30 a.m. to 4:00 p.m.
PURPOSE: Removing office furniture from building.
Approved and permit issued.

8. Received a request from Lincolnshire Community Association, Linda Churchward, 405 Southfair, for permission to barricade Millside Court from Harrison to Fairfield on Sunday, June 29, 1980 from 12:30 p.m. to 5:00 p.m.
PURPOSE: Block party.
Approved and permit issued.

9. A request was received from Anthony Ficaro, 613 S. Harrison, for permission to barricade 613 S. Harrison from June 12, 1980 to July 4, 1980 at all times.
PURPOSE: Place scaffolding on sidewalk.
Approved and permit issued.

10. Received a request from Nick Tomeo - No. Highland Church of Christ, 1414 Archer, for permission to hold a parade on Saturday, June 21, 1980 from 10:00 a.m. to 1:00 p.m. Route to be traveled: Church to Spring Street to Bass-County Line Road and return.
PURPOSE: Bike-a-thon.
Approved and permit issued.

11. Received a request from Bob Roulette, 1542 Reed Street, for permission to barricade alley between Main and Berry Streets on June 23, 1980 for ten days at all times.
PURPOSE: Place scaffold for repairing Journal-Gazette Bldg.
Approved and permit issued.

12. Received a request from L.I. Griffin (Mr. Brake) 4920 Monroe, for permission to barricade Harrison between Main and Pearl starting on June 23, 1980 thru July 7, 1980 from 8:00 a.m. to 5:00 p.m.
PURPOSE: Demolition of parking lot - pedestrian traffic control.
Approved and permit issued.

13. Received a request from Indian Village Community Association, Cathy Johnson, 4108 Hiawatha Blvd., for permission to hold a parade on Friday, July 4, 1980 from 11:30 a.m. to 12:15 p.m. Approximate number of persons: 75; Vehicles: one firetruck, lots of bikes. Starting location: Manito and Indian Village Blvd. Route to be traveled: Indian Village Blvd. to Hiawatha, to Ojibway, to Wenonah and to Indian Village School.
PURPSE: July 4th Celebration.
Approved and permit issued.

14. Received a request from Lake Forest Neighborhood Association, 2630 Forest Valley, for permission to hold a parade on Friday, July 4, 1980 from 10:00 a.m. to 11:00 a.m. - Approximate number of vehicles: 200. Route to be traveled: Lake Forest to Forest Valley and return.
PURPOSE: Bike-a-thon.
Approved and permit issued.

15. Received a request from Three Rivers Festival (Bill Hausman) 2211 S. Calhoun, for permission to barricade Barr Street - Main to Berry on July 10, 1980 to July 20, 1980 at all time.
PURPOSE: Three Rivers Festival Concessions stands.
Approved and permit issued.

16. Received a request from Three Rivers Festival, Bill Hausman, 2211 S. Calhoun, for permission to barricade various streets for Festival parade on Saturday, July 12, 1980 from 9:00 a.m. till 12:30 p.m.
PURPOSE: Fesitval Parade. (route attached).

Approved and permit issued.

17. Received a request from Three Rivers Festival, Bill Hausman, 2211 Calhoun, for permission to hold a parade on Saturday, July 12, 1980 from 9:15 a.m. to 12:00 Noon - Approximate 3,000 persons, 100 animals and 50 vehicles. Route to be traveled: Calhoun and Superior, Wayne at Thieme Drive; east on Wayne to Calhoun, north on Calhoun to Superior.
PURPOSE: Opening day of Festival.

Approved and permit issued.

18. Received a request from Three Rivers Festival, Bill Hausman, 2211 S. Calhoun, for permission to barricade east and west entrances of City-County Building Parking Lot Plaza from Saturday, July 12, 1980 thru Sunday, July 20, 1980 from 5:00 p.m. till midnight each day.
PURPOSE: Bandstand and concerts.

Approved and permit issued.

19. Received a request from NEIRS - North Eastern Indiana Reading Service, Sally Birch, 930 Florence, for permission to barricade Oakland Street at Rogers driveway to Florence on Sunday, July 13, L980 from 11:00 a.m. to 7:00 p.m.
PURPOSE: Three Rivers Festival Event.

Approved and permit issued.

20. Received a request from Three Rivers Festival, 2211 S. Calhoun, for permission to barricade Calhoun from Berry to Columbia and Main from Clinton to Harrison on Friday, July 18, 1980 from 6:30 p.m. to 8:00 p.m.
PURPOSE: Mizpah Shrine Foot Patrol Performance.

Approved and permit issued.

21. Received a request from Mizpah Temple Shrine, Bill Hausman, 2211 S. Calhoun Street, for permission to barricade on Friday, July 18, 1980 from 8:15 p.m. to 9:00 p.m. all north and south streets between Washington and Berry from Rockhill and Broadway, Wayne at Rockhill, Main at Clinton, Main at Fairfield and Berry at Fairfield.
PURPOSE: Parade for Three Rivers Festival Event.

Approved and permit issued.

22. Received a request from Mizpah Temple Shrine, Bill Hausman, 2211 S. Calhoun for permission to hold a parade on Friday, July 18, 1980 from 8:30 p.m. to 9:45 p.m. - approximate number of persons: 250, Number of animals: 50 and number of vehicles: 75. Starting location: West Wayne at Van Buren and termination point: Main at Fairfield. Route to be traveled: Wayne - east to Calhoun, north on Calhoun to Main, and west on Main to Fairfield.
PURPOSE: Three Rivers Festival Event.

Approved and permit issued.

23. Received a request from Three Rivers Festival, Bill Hausman, 2211 S. Calhoun, for permission to barricade the following streets on Sunday, July 20, 1980 (rain-date: July 21, 1980- from 6:00 p.m. to 10:00 p.m.
(1) Calhoun from Wayne to Columbia
(2) Harrison from Wayne to Columbia
(3) Main from Clinton to Webster
(4) Berry from Clinton to Webster
PURPOSE: Three Rivers Festival "FIREWORKS".

Approved and permit issued.

24. Received a request from Three Rivers Festival, Bill Hausman, 2211 S. Calhoun, for permission to hold a parade on Sunday, July 20, 1980 from 6:30 a.m. to 12:00 Noon. Route to be traveled: Coliseum parking lot: South on Parnell to St. Joe to Main to Calhoun; South on Calhoun to Tillman to Fairfield thru Foster Park to Old Mill Road, south to Old Farm Circle to South Wayne - North to Pasadena and return to Coliseum Parking Lot by same route. Approximate number of persons: 1,000 and three TV-33 vehicles.
PURPSE: Three Rivers Marathon Run.

Approved and permit issued.

25. Received a request from Progressive Baptist Church, 2215 John Street, for permission to barricade John Street from Creighton to Buchanan on July 26, 1980 from 8:00 a.m. to 6:00 p.m.
PURPOSE: Carnival.

Approved and permit issued.

26. Received a request from Ft. Wayne Street Rod Association, John Stump, 5310 Chantilly Drive, for permission to hold a parade on Saturday, August 2, 1980 from 7:00 p.m. to 8:30 p.m. Route to be traveled: Basically the Marathon route with changes and approval of the Traffic Engineerind Oepartment. Approximately 300 vehicles.
PURPOSE: View of Fort Wayne.

Approved and permit issued.

27. Received Contract 8005 - FERNHILL AVENUE WATER MAIN, specifications and estimate prepared by the Water Engineering Oepartment for the furnishing of all materials, labor, equipment tools, power, transportation, miscellaneous equipment, etc., necessary to install 845 ± LF of 12" water main on Fernhill Avenue, cnnnecting between Wells Street and Northrup Street; and 100 ± LF of 8" Water Main in accordance with the specifications and Drawing No. Y-10541, Sheet One, prepared by David M. Snyder and approved by the Water Engineering Oepartment of the City of Fort Wayne, Indiana.

Approved.

Advertise, Notice to Contractors June 27 and July 4, 1980.

Receive bids: Wednesday, July 9, 1980 at 9:00 a.m.

Ordered the Water Engineering Department to prepare bid documents.

Meeting adjourned at 4:15 p.m.

Robert O. Anderson, Sr.

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

Wednesday, June 25, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
SANDRA E. KENNEDY, Clerk

M.L. Akers, H.R. Gamache, R.A. Staten
Sandra E. Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway applications: — Approved and permit issued.

1721 Frenchman's Crossing - Lot 107 -----A. O. Oelagrange
5710 Larchwood Run Lot 130 ----------R.O. Witmer

4. Received private sidewalk applications: — Approved and permit issued.

2223 Chestnut ----------Lockhart Const.
6028-32 Oichotomy Ct. ----Graber & Graber
6012-16 Dichotomy Ct. ------Graber & Graber
7300 Decatur Rd. ----------Henry Gaines
5710 Larchwood Run ---------R.D. Witmer
1034 McKinnie ----------Cherokee Const,
Wayne-Washington-Harmar-Comparet--- Gateway Const.

5. Received street cut applications: — Approved and permit issued.

3800 Coldwater Rd.	---Bus Huts, Inc.
3217 Clinton (prkstrp)	--- "
Corling & Eileen (prkstrp)	--- "
3731 Elmhurst Dr. (prkstrp)	--- "
Hickory at N. Washington	--- "
Hobson Rd. (Proj. M-7348)	---Gen. Tel.
4521 Investment (prkstrp)	---C.U.
2217 John (alley)	---Shoda Enterp.
1805 W. Main	---J & G Water
Maumee & Hancock (prkstrp)	---C.U.
120 W. Paulding Rd. (prkstrp)	--- "
3700 E. Pontiac (parkstrp)	---Bus Huts, Inc.
2509 E. Pontiac (sdw.)	---Joe Watkins
4800 Project	---Lengache Const.
5604 Robin Run (prkstrp)	---C.U.
4202 Robinwood (prkstrp)	--- "
1527 Sherman (prkstrp)	--- "
Smith & Pontiac	--- "
2005 Vance	--- "
724 E. Washington (prkstrp)	---Hipskind Asphalt
50' S. of C/L of Lewis on Webster	---NIPSCO
453 Rose Lane	--- "
100' S/o Coliseum on Coldwater Rd. (prkstrp)	--- "
1401 W. Third	--- "
607 E. Pontiac ST.	--- "
1429 Sherman (prkstpr)	--- "

6. AWARD CONTRACT:

Improvement Resolution No. 5883-80 for repair of roof at the Traffic Engineering Operating Signal Complex located at 1730 S.Lafayette by removing all present roofing from steel deck and installation of insulation and new built-up roof.

Oelay award until Wednesday, July 2, 1980 at 9:00 a.m.

7. RECEIVE 8IOS:

Curb, Sidewalk, etc. Improvement Resolution No. 5882-80 for installation where needed on
(1) LILLIE STREET both sides between Colerick and Pontiac.
(2) LEITH STREET both sides between Lafayette and Hanna.
(3) 80LTZ STREET both sides between Lafayette and Hanna.
(4) WINTER STREET both sides between Colerick and Pontiac.
KNOWN AS OXFORO, PHASE V - (City Paid).

8ROOKS CONST. CO.	---	$ 95,257.30
L. W. OAILEY	---	87,798.50
FT. WAYNE MINORITY	---	104,438.55
HIPSKIND ASPHALT CORP.	---	111,873.20
HIPSKINO CONCRETE CO.	---	104,518.95
MOELLERING CONST.	---	98,757.55
RIETH-RILEY CONST.	---	91,734.25
SIMERMAN CONST.	---	102,999.00
SPEARS-OEHNER, INC.	---	105,043.00
T & F CONST. CORP.	---	95,573.30

Referred to the Street Engineering Oepartment for tabulation and report.

Award contract on Monday, June 30, 1980 at 9 a.m.

8. RECEIVE 8IOS:
Resolution No. 5884-80 for
Curb, Sidewalk, drive approaches and alley approaches and wingwalks as designated on JOHN STREET, REED STREET, SMITH STREET, GAY STREET AND WEISSER PARK AVENUE known as OXFORO PHASE V - "8" (City Paid).

8ROOKS CONST. CO.	---	$ 45,543.77
L. W. DAILEY, INC.	---	41,481.40
FT. WAYNE MINORITY	---	40,296.25
GATEWAY	---	40,277.60
HIPSKINO ASPHALT CORP.	---	47,969.10
HIPSKINO CONCRETE CO.	---	45,084.85
MOELLERING CONST.	---	43,490.36
RIETH-RILEY CONST.	---	41,482.45
SIMERMAN CONST.	---	49,800.25
SPEARS-DEHNER, INC.	---	49,901.00
T & F CONST.	---	41,024.60

Referred to the Street Engineering Oepartment for tabulation and report.

Award contract on MOnday, June 30, 1980 at 9 a.m.

9. RECEIVE BIOS:
Resolution No. 5885-1980 for Curb, Sidewalk, Orive approaches and wingwalks on both sides of Gay Street from Pontiac Street to Creighton Avenue known as HANNA - CREIGHTON AVENUE AREA, PHASE IV - "B": (City Paid).

Referred to the Street Engineering Oepartment for tabulation and report.

Award contract on Monday, June 30, 1980 at 9:00 a.m.

BROOKS CONST. CO.	---	$ 54,700.55
L. W. OAILEY, INC.	---	48,833.00
FT. WAYNE MINORITY	---	48,754.75
GATEWAY	---	47,473.50
HIPSKIND ASPHALT CORP.	---	56,068.00
HIPSKIND CONCRETE CO.	---	48,078.00
RIETH-RILEY CONST. CO.	---	49,400.50
SIMERMAN CONST. CO.	---	55,005.40
SPEARS-OEHNER, INC.	---	60,193.00
T & F CONST. CORP.	---	47,967.60

10. Received Final Assessment Roll prepared by the Street Lighting Engineering Oepartment for Street Lighting Resolution No. 138-79 for ornamental street lighting system with underground wiring on Schaper Orive from Maple Grove to Woodsdale Lane.

CONFIRMEO.

Ordered sent to the Oepartment of Finance.

11. Received Contract, Guaranty and Liability Bonds of T & F Construction Corporation of Indiana in the amount of $69,972.55 prepared by the Street Engineering Oepartment signed by Fidelity and Oeposit Company. of Maryland for Resolution No. 5868-80- EAST CENTRAL NEIGHBORHOOO, PHASE V.

Approved

Ordered sent to the Common Council on Tuesday, July 8, 1980 at 8:00 p.m.

12. RESOLUTION NO. 69-81-12:

Approved.

WHEREAS, Clark Valentine, Trust Officer Fort Wayne National Bank. has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of a portion of a street situated in Fort Wayne, Allen County, to-wit:

Commencing at the point of intersection of the west line of said northwest quarter with the north right of way line of Wabash Railroad (now the Norfolk and Western); thence East, on and along said North line, a distance of 1310.9 feet; thence northerly, by an interior angle of 89 degrees 56', a distance of 318.2 feet to a point on the southerly right of way line of said Pennsylvania Street, said point being the true point of beginning; thence continuing Northerly on the last described course, a distance of 50.80 feet to a point on the Northelry right of way line of said Pennsylvania Street; thence Northwesterly, by a deflection angle left of 79 degrees - 49', on and along said northerly right of way line a distance of 385.37 feet; thence Southwesterly, by a deflection angle left of 100 degrees -47', a distance of 50.90 feet to a point on the Sotuherly right of way line of said Pennsylvania Street. etc.

13. Received invoice of Bercot, Inc. in the amoutn of $7,695.90 approved by the Street Engineering Department covering Resolution No. 5857-79 N. Washington Road Area Storm Sewer.

Approved and ordered paid from MVH Funds.

14. Received invoice of Martindale, Tourney, Gibson, Inc. in the amount of $5,054.33 covering architectural and engineering services rendered thru June 15, 1980 for the Civic Parking Garage to be located on the southside of East Washington between Calhoun and Clinton. RESOLUTION NO. 67-189-14.

Approved and ordered paid by Community Development and Planning.

15. Received invoice of L. W. Oailey, Inc. in the amount of $10,260.00 approved by the Street Engineering Oepartment covering Resolution No. 5833-79 - Main Street construction. This is invoice #6.

Approved and ordered paid by Redevelopment Commission.

Ordered the amount of $1,140.00 paid to Escrow Account at Indiana Bank and Trust Company.

16. REceived Special Sewer Permit for M & G Properties prepared and approved by the Water Pollution Control Engineering Department with Performance Bond of Land Excavating, Inc. to construct Baer Field West Sanitary Sewer.

Approved and Special Sewer Permit issued.

Board Order No. 61-80.

17. Received invoice of Hipskind Concrete Corp. in the amount of $2,566.74 approved by the Street Engineering Oepartment covering Miscellaneous Invitational bid projects.

Approved and ordered paid under Purchase Order No. 4-07956.

18. Received recommendation from the Street Engineering Department to accept streets in Papermill Bluffs, Section II - Inland Trail, Frenchmen's Crossing, Larchwood Run and Patomac Court.

Approved and ordered acceptance letter written.

19. Received recommendation from the Water Pollution Control Engineering Department and Completion Affidavit of Nobis Construction Company, Inc. for PAYLESS CASHWAYS SANITARY SEWER. Performance and Guaranty Bond is in the amount of $20,000 signed by Fidelity and Oeposit Company of Maryland.

Approved and ordered acceptance letter written.

20. Received Special Street Permits prepared and approved by the Street Engineering Department for Bardey Lane, Breconshire Drive and Cambrian Place all in Breconshire, Section I.

Approved and Special Street Permits issued.

Meeting adjourned at 10:35 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Thursday, June 26, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, R.A. Staten
Sandra E. Kennedy

Received minutes of meetings held on Thursday June 19, 1980 at 3:30 p.m. and Wednesday, June 25, 1980 at 9:00 a.m.

1. Continued from Thursday, June 12, 1980
HEARING ON CONFIRMATION:

Surface Drainage Improvement Resolution No. 5879-80 for improving drainage along the north side of Congress Avenue from Wayne Trace to Holly, by installation of culvert pipes and ditching with property owners paying $1,771.00.

CONFIRMED.

Advertise Notice to Contractors on July 4 and 11, 1980.

Receive bids on Wednesday, July 16, 1980 at 9 a.m.

Ordered the Street Engineering Department to prepare bid documents.

2. HEARING ON CONFIRMATION:

Sewer Easement Resolution No. 175-80 for condemnation Permanent and Temporary sewer easements for the purposes to construct, operate, control and maintain a sanitary sewer line across a portion of the East half of Section 16, Township 29 North, Range 12 East bounded on the North by Winters Road, bounded on the West by Norfold and Western Railroad formerly NYC and St. L RR; bounded on the South by Pleasant Center Road; bounded on the East by Bluffton Road (SR #1), and a portion of the northeast corner of Section 21, Township 29 North, Range 12 East bounded on the North by Pleasant Center Road, bounded on the East by Bluffton Road, bounded on the South by a line 800 L.F. South of and parallel to the centerline of Pleasant Center Road, and bounded on the West by Harber Ditch.

Continued to Thursday, July 10, 1980 at 3:30 p.m.

Remonstrance turn in by Mr. Mahon's attorney, John R. Kowalczyk.

3. Received petition for the installation of sidewalk at 801 McKinnie.

Ordered the Street Engineering Department to investigate and report.

Board Order No. 62-80.

Meeting adjourned at 5:25 p.m.

ATTEST:
Sandra E. Kennedy
Clerk

BOARD OF PUBLIC WORKS

Monday, June 30, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities.

   Approved.

2. Received payment vouchers from the Auditor of City Utilities.

   Approved and ordered sent to the Department of Finance.

3. Received driveway applications:

   Approved and permit issued.

   6012 -6016, 6028 - 6032 Dichotomy Ct. ---Graber & Graber
   3220 Mono Gene ----------Graber & Graber
   4710 So. Wayne Ave. (reconst.)----------Simerman Const.

4. Received private sidewalk applications:

   Approved and permit issued.

   1854 Broadway ---------Bill Arthur
   3514 Raymond ----------Keener Const.

5. AWARO CONTRACT:

   Received tabulation and recommendation prepared by the Street Engineering Department for Resolution No. 5882-80 for the installation of curb, sidewalk, drive approaches and wingwalks in Oxford Phase V Neighborhood Impact Area. (CITY PAID).

   AWARD contract to L. W. Dailey, Inc. at and for their bid in the amount of $87,798.50 subject to councilmanic approval.

   Ordered the Street Engineering Department to prepare contract.

6. AWARD CONTRACT:

   Received tabulation and recommendation prepared by the Street Engineering Department for Resolution No. 5884-80 for the installation of curb, sidewalk, drive approaches and wingwalks in Oxford Phase V - "B". (CITY PAID).

   AWARD contract to Gateway Construction Company at and for their bid in the amount of $41,024.60 subject to councilmanic approval.

   Ordered the Street Engineering Department to prepare contract.

7. AWARO CONTRACT:

   Received tabulation and recommendation prepared by the Street Engineering Department for Resolution No. 5885-80 for the installation of curb, sidewalk, drive approaches and wingwalks in HANNA-CREIGHTON AVENUE area, Phase IV -"B". (CITY PAID).

   AWARD contract to L. W. Dailey, Inc. at and for their bid in the amount of $47,423.00 subject to councilmanic approval.

   Ordered the Street Engineering Department to prepare contract.

8. Received a request from Bill Lounsbury Wrecking, for permission to barricade sidewalk at 2616 So. Lafayette on Wednesday, June 25, 1980 from 7:00 a.m. for 24 hours. PURPOSE: Emergency - demolition of building.	Approved and permit issued.
9. Received a request from East Wayne Street Center Recreation, 801 East Wayne, for permission to barricade Francis between Berry and Wayne on June 27, 1980; July 11, 18, 25 and 22, 1980 from 10:00 a.m. to 11:30 a.m. PURPOSE: Summer Recreation program.	Approved and permit issued.
10. Received a request from Mary Krasienko, 1005 Ridgewood, for permission to barricade Lewis Street between Calhoun and Clinton on Saturday, June 28, 1980 from 6:00 p.m. to 12:00 p.m. PURPOSE: Catholic Young Association for a Jazz Oance.	Approved and permit issued.
11. Received request from City of Fort Wayne (Dick Knappenberger) City-County Bldg,, for permission to barricade north bound lane 4800 North Clinton Street on Saturday June 28, 1980 thru Monday, June 30, 1980 at all times. PURPOSE: Restore pavement.	Approved and permit issued.
12. Received a reqeust from Geraldine Phillips - House of God, 1502 E. Wayne, for permission to barricade Hanover from Washington to East Wayne on Sunday, June 29, 1980 from 8:00 a.m. to 3:00 p.m. PURPOSE: Block carnival.	Approved and permit issued.
13. Received a request from General Telephone - Don Rehling, 425 Tecumseh, for permission to barricade the east driving lane - North Clinton at Cumberland on MOnday, June 30, 19BO from 8:00 a.m. to 4:00 p.m. PURPOSE: Repair damage - underground duct.	Approved and permit issued.
14. Received a request from Debbie Tatum, 4233 Indiana, for permission to barricade the 4200 block of Indiana from Maxine to Orury on Friday, July 4, 1980 from 5:00 p.m. until 11:00 p.m. PURPOSE: Block party.	Approved and permit issued.
15. Received plat of Village of Buckingham, Section I approved and submitted by the City Plan Commission.	Approved.
16. Received agreement LEASE between National Serv-all, Inc. 6231 MœBeth Road, and City of Fort Wayne, Indiana, for lease of 1973 International Harvester 25 yard leach-body refuse truck, Vehicle I.O. 747221G480234 starting June 30, 1980 and ending June 30, 1981.	Approved. Copy on file in the Board of Public Works.

17. Received a request from Parnell Park Apartments - Renee Seman, 1025 Ridgewood Drive, for permission to barricade Ridgewood from Parnell to Newport Drive on Friday, July 4, 1980 from 5:30 p.m. to 11:00 p.m.
PURPOSE: Prevent parking from Coliseum.

Approved and permit issued.

18. Received a request from Tau Kappa Epsilon Fraternity, 1419 E. Washington, for permission to hold a parade on Tuesday, July 15, 1980 from 9:30 a.m. to 12:30 p.m. Approximate number of persons: 8 - 10 riding in Van. Route to be traveled - rolling keg from Foster Park down Broadway to Main - will stop at Freiman Park to talk to Mayor then to Wells to Franke Park.
PURPOSE: Raise money for Children's Zoo.

Approved and permit issued.

Meeting adjourned at 10:30 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy
Clerk

Wednesday, July 2, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache,
R. A. Staten
Sandra Kennedy

Received minutes of meetings held on Thursday, June 26, 1980 at 3:30 p.m. and Monday, June 30, 1980 at 9:00 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received driveway application:

1937 Gladstone Lot #9--John REncher

Approved and permit issued.

4. Received private sidewalk applications:

2106 Curdes ---------- E. P. Holliday
2906 Gay ---------- E & L Const.
3126 S. Hanna ---------- James White
7029 Ordway Dr. -------- Star Homes
1508 Sinclair ---------- Geo. Hilton

Approved and permits issued.

5. Continued from June 25, 1980
AWARD DELAYED

In the matter of Improvement Resolution No. 5883-80 for repair of roof at the Traffic Engineering Operating Signal Complex located at 1730 So. Lafayette on which bids were received Wednesday, June 18, 1980, the Board now makes the award.

AWARD contract to CMS Roofing at and for their bid in the amount of $11,617.00 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract and necessary documents.

6. Received Curb and Sidewalk Resolution No. 5887-80, final plans, specifications and estimate prepared by the Street Engineering Department for improving curb and sidewalks where needed on both sides of Warsaw Street from south property line of Creighton Avenue to north property line of Suttenfield Street, also known as LaREZ IMPACT AREA PHASE III- "8". (City Paid).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors on July 11 and 18, 1980.

Receive bids on Wednesday, July 23, 1980 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

7. Received Resurfacing Resolution No. 5886-8D, final plans, specifications and estimates prepared by the Street Engineering Department for resurfacing the following streets: (CITY PAID). (1) ECKART STREET - from the east curbline of Holton Avenue to the west property line of Winter Street. (2) DREXEL AVENUE - from the east curbline of Queen Street to the west curbline of Fruehauf Drive as platted north. (3) VILLAGE COURT DRIVE - from the east pavement line of Hessen Cassel Road to the west curbline of Wellington Drive. (4) OLIVER STREET - from a point 35 feet north of Emily Street to the north curbline of Pontiac Street. (5) BOWSER AVENUE - from a point 80 ft. north of Hurd Street to the north curbline of Pontiac Street. with hot asphalt binder (as per design mix formula). with hot asphalt top surface (as per design mix formula).	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors July 11 and 18, 1980. Receive bids on Wednesday, July 23, 1980 at 9:00 a.m. Ordered the Street Engineering Department to prepare bid documents.
8. Received REVISED ORDINANCE - Fort Wayne Municipal Code - Chapter 24 - Sewer and Sewerage System from Director of Water Resources.	Approved and ordered sent to the Common Council on Tuesday, July 8, 1980 at 8:00 p.m.
9. Received invoice of Carrington & Associates, Inc. in the amount of $1,906.01 approved by the Street Engineering Department covering miscellaneous projects (wingwalks and sidewalk replacements).	Approved and ordered paid under P.O. 4-07924.
10. Received a request from Street Engineering Department for the issuance of Purchase Order to cover work proposal of Emil Holliday for wingwalk replacement at 2106 Curdes Avenue.	Approved. Purchase Order No. 04354 issued for this project.
11. Received invoice of Carrington & Associates in the amount of $981.00 approved by the Street Engineering Department covering miscellaneous work for curb restoration and curb and sidewalk replacement.	Approved and ordered paid under Purchase Order No. 4-07934.
12. Received invoice of Lauer Construction Company in the amount of $951.25 approved by the Street Engineering Department for repairs to sidewalks and curbs at 1120 and 1124 Baxter Street.	Approved and ordered paid under Purchase Order No. 4-04317.
13. Received invoice from City Controller in the amount of $7,089.78 covering the balance of City cost on Street Lighting Resolution No. 138-79.	Approved and ordered paid from Account 333-333-4265.

14.	Received invoice of Brooks Construction Company, Inc. in the amount of $11,672.20 approved by the Street Engineering Department covering Resolution No. 5840-79 Resurfacing 2nd Councilmanic District.	Approved and ordered paid from encumbered revenue sharing funds.
15.	Received Estimate #2 of Consolidated Rail Corporation in the amount of $6,939.18 approved by the Street Engineering Department for Wells- Fairfield - Ewing Street Bridge for service from December, 1979 thru April 1980.	Approved and ordered paid from LRS Account #307.
16.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of North Eastern Construction Company, Inc. with Guaranty Bond in the amount of $5,304.81 signed by American States Insurance Company for Sanitary Sewer Mains in Summerfield, Section I.	Approved and ordered acceptance letter written.
17.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of North Eastern Construction Company, Inc. with Maintenance Bond in the amount of $7,500 signed by Insurance Company of North America for Papermill Bluffs Section I Storm Sewer.	Approved and ordered acceptance letter written.
18.	Received invoice of Clyde E. Williams & Associates, Inc. in the amount of $1,155.65 approved by the Street Engineering Department for professional services in accordance with the November 6, 1978 Engineering Agreement adn the January 18, 1979 letter of authorization regarding Lake Avenue. (Services 4-28-80 thru 5-24-80) LAKE AVENUE ENVIRONMENTAL.	Approved and ordered paid from LRS Account #329.
19.	Received invoice of Clyde E. Williams & Associates, Inc. in the amount of $413.54 approved by the Street Engineering Department for professional services in accordance with the November 6, 1978 Engineering Agreement and the January 18, 1979 letter of authorization regarding Crescent Avenue. (Services from 4-28-80 thru 5-24-80) CRESCENT AVENUE ENVIRONMENTAL.	Approved and ordered paid from LRS Account #317.
20.	Received invoice of Butler Fairman and Seufert, Inc. in the amount of $2,301.00 (30% City Share) of City of Fort Wayne for engineering inspection services performed in connection with the Ewing Street - Fairfield Avenue - Wells Street Bridge project from May 2, 1980 to May 31, 1980. Invoice approve by Street Engineering Department.	Approved and ordered paid from LRS Account #307.
21.	Received invoice #8 of Moellering Construction Company, Inc. in the amount of $73,266.27 (30% City Share) approved by Butler, Fairman and Seufert Inc. and the Street Engineering Department covering work on EWING - Fairfield - Wells Street Bridge for the period of May 24, 1980 thru June 25, 1980.	Approved and ordered paid from LRS Account #307.

22. Received petition for the extension of water mains on Orlando Orive from Sharon Drive to Lima Road.

Approved. Ordered the Water Engineering Department to investigate and report.

Board Order 64-80 issued.

23. Received petition for improvements to surface drainage on Calhoun Street and Harrison Street from Pettit Avenue to Fairfax Avenue.

Approved and ordered the Water Pollution Control Engineering Department to investigate and report.

Board Order No. 65-80 issued

24. Received invoice of Close Insulation Company, Inc. in the amount of $4,400.00 covering labor and material for the repair of Asphalt Tank at the City Asphalt Plant approved by Street Engineering Department.

Approved and ordered paid from Account for repairs to buildings - P.O. 4-08598.

25. Received a petition for the installation of standard lighting on Capital Avenue.

Approved and ordered Street Lighting Engineering Department to investigate and report.

Board Order No. 67-80.

Meeting adjourned at 10:30 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Thursday, July 3, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache
Sandra Kennedy

Received Minutes of Meetings held on Wednesday, July 2, 1980 at 9 a.m. and Thursday, July 3, 1980 at 3:30 p.m.

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Improvement Resolution No. 5863-80 for improving the sidewalk fronting 2117 Short Street - being S. 47½', Lot 164, Pfeiffer Place Addition.

The Board determined the benefits as indicated.

Ordered the Street Engineering Department to prepare the Final Assessment Roll.

2. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Improvement Resolution No. 5862-80 for improvement the curbing fronting 2005 and 2015 Kentucky Avenue.

The Board determined the benefits as indicated.

Ordered the Street Engineering Department to prepare the Final Assessment Roll.

3. Received Agreement between City of Fort Wayne through its Board of Public Works and BONAR & ASSOCIATES, INC. for Environmental Services for WIDENING AND RECONSTRUCTION OF STATE BOULEVARD (F-568 from Reed Road east 7,860 feet to a point 250 feet east of Tonawanda Drive.)

Approved. A true copy is incorporated herein.
Ordered sent to the Common Council on Tuesday, July 22, 1980 at 8:00 p.m.

Meeting adjourned at 3:45 p.m.

BOARD OF PUBLIC WORKS

ATTEST: Sandra E. Kennedy
Clerk

Wednesday, July 9, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache
Sandra Kennedy

Received Minutes of Meeting held on
Thursday, July 3, 1980 at 3:30 p.m.

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permits issued.

3701 South Monroe ----------L. C. Taylor
500 E. State ----------Zumbrum Const.

4. Received street cut applications: — Approved and permits issued.

6909 Becker (prkstrp) --------Thomas Starnes
336 Brandriff (prkstrp) ------C.U.
S.E. cor. Cumberland & N. Clinton --- Gen. Tel.
3651 N. Clinton --- T & G Excav.
434 W. Creighton --- C.U.
317 Edgewood --- Shoda Enter.
Fernhill Ave Water Main --- D.L. Foland
7008 Forest View (prkstrp) --- C.U.
2025 Frary --- C.U.
2716 S. Hanna (prkstrp) --- J & G Water & Sewer
2831 S. Harrison (prkstrp) --- C.U.
Hugh - Eliza - McCulloch (prkstrp)--- N.G. Gilbert
1827 Mary (prkstrp) --- J & G
1600 Maumee (prkstrp) --- "
205 Pearl --- C.U.
1220 Sherman (driveway) --- "
E-W (alley) N/o Third --- Ind. & Mich.
Tyler & Trinity --- C.U.
1507 E. Washington --- J & G
2518 Weisser Park (prkstrp) --- C. U.
1125 W. Third --- NIPSCO
2816 Cambridge --- "
536 LaSalle --- "
Cambridge & Yale --- "
1333 Fourth --- "
High bet. Marion & Orchard ---Gen. Tel.

5. Received driveway applications: — Approved and permits issued.

1923 Gladstone ----------Mel Graber Excav.
7029 Ordway Dr. ----------Star HOmes
1508 Sinclair ----------Geo. Helton Jr.
1828 St. Joe Blvd ---------Simerman Const.

6. RECEIVE BIOS:

Water Contract #8005 for Fernhill Avenue - 12" Water Main connecting between Wells Street and Northrup Avenue:

			ALTERNATE:
BERCOT, INC.	----------	$30,436.76	$18,800.00
BROOKS CONST.	---	28,878.20	16,930.00
BUTLER & BUTLER	---	24,178.00	13,920.00
JOHN OEHNER, INC.	---	37,729.00	21,167.30
FOX CONTRACTORS	---	32,749.00	19,820.50
GEIGER EXCAV.	---	36,573.00	21,352.00
GROUNO SERVICES	---	30,760.00	17,020.00
NORTHEASTERN CONST.	---	34,484.00	22,110.00
T & G EXCAV.	---	30,379.48	18,360.75

Referred to the Water Engineering Oepartment for tabulation and report.

Award contract on Wednesday, July 16, 1980 at 9:00 a.m.

7. RECEIVE BIOS:

Curb Improvement Resolution No. 5867-80 for installation of curbing along the south side of Kenwood Avenue from Carew Street to Rolston Street, also corner walks at Kenwood and Carew and Rolston:

BROOKS CONST.	---	$ 9,984.30
HEWES, INC.	---	10,812.00
RIETH-RILEY CONST.	---	6,597.60
SIMERMAN CONST. CO.	---	7,064.10

Referred to the Street Engineering Oepartment for tabulation and report.

Award contract on Wednesday, July 16, 1980 at 9:00 a.m.

8. Received Final Assessment Roll prepared by the Street Engineering Oepartment for Resolution 5862-80 improving the curb on Kentucky Avenue - locations: 2005 and 2015 Kentucky Avenue.

CONFIRMEO.

Ordered sent to the Oepartment of Finance.

9. Received Final Assessment Roll prepared by the Street Engineering Oepartment for Resolution No. 5863-80 for improving the sidewalk fronting 2117 Short Street.

confirmed.

Ordered sent to the Oepartment of Finance.

10. Received Agreement for Sewer Extension by and between Holy Scripture Evangelical Lutheran Church of Fort Wayne, Indiana, Inc. and City of Fort Wayne, Indiana, for construction of sanitary sewer area of DUNKELBERG ROAO ANO KINNERK ROAO.

Approved. A true copy is incorporated.

Ordered sent to the Common Council on Tuesday, Aûg. 12, 1980 at 8:00 p.m.

11. Received Special Sewer Permit for Affordable Homes by John Pelkington, Inc. prepared and approved by the Water Pollution Control Engineering Department for the construction of Storm Sewer known as Seneca Hills Section IV. Porter Construction Company, Inc. is to perform the work. 25% Maintenance bond will be required prior to final acceptance. Bond is to be filed when Completion Affidavit is filed.	Approved and Special Sewer Permit issued. Board Order No. 60-80.
12. Received AMENDED Resolution No. 5877-80 for the addition to resolution to include yardwalks and drive approaches as well as curbs.	Approved. A true copy is incorporated herein.
13. Received Street Lighting Resolution No. 143-80, final plans, specifications, estimate and property ownership list prepared by the Street Lighting Engineering Department for lighting LINCOLNSHIRE ADDITION defined as Hollis Lane from Calhoun Street to the west lot line of Lot 65 Lincolnshire Addition, Crown Lane from Calhoun Street to Concore Lane, Millside Court from Harrison Street to Fairfield Avenue, Southfair Court from Harrison Street to Fairfield Avenue, Harrison Street from Crown Lane to Southfair Court, and Webster Street from Crown Lane to Hollis Lane. (ORNAMENTAL LIGHTING).	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners, July 18 and July 25, 1980. Hearing on Confirmation Thursday, August 7, 1980 at 3:30 p.m. Mail notices on July 25, 1980.
14. Received petition for the improvement of natural drain #4 within Wayne Township in Sylvan Park Addition.	Approved. Ordered the Water Pollution Control Engineering Department to investigate and report. Board Order 68-80.
15. Received agreement between James Ehresman d/b/a J.E.T. CO. at 507 Constance Avenue and the City of Fort Wayne regarding THIRD HIGHLAND PARK ADDITION for the construction of storm sewer from the intersection of GLENN AND CLINTON to GLENN and ALLEN AVENUES. (Voluntary contribution to City of $2,000 by owner of lots 96 and 97).	Approved. A true copy is incorporated herein.
16. Received NOTICE OF WATER MAIN EXTENSION - Contract 79-XP-2 for extension of water main on Washington Center Road, Huguenard Road area - prepared by Don Foland, Water Engineering Department.	Approved. Ordered sent to the Water Engineering Department for handling.
17. Received Contract, Guaranty and Liability Bonds of Spears-Dehner, Inc. in the amount of $575,056.74 prepared by the Street Engineering Department signed by United States Fidelity & Guaranty Bond for Resolution No. 5856-79 Dikes (St. Marys, St. Joseph Rivers and Spy Run Creek).	Approved. Ordered sent to the Common Council on Tuesday, July 22, 1980 at 8:00 p.m.

18.	Received Contract, Guaranty and Liability Bonds of T & F Construction Corp. of Indiana in the amount of $25,565.45 prepared by the Street Engineering Department signed by Fidelity and Deposit Company of Maryland for Resolution No. 5869-80 for the construction of sidewalks and curbs where needed along Clark Street from High Street to Second; Orchard Street from High to Third; Marion Street from High to Third; also known as NORTHWEST CENTRAL NEIGHBORHOOD, PHASE IV.	Approved. Ordered sent to the Common Council on Tuesday, July 22, 1980 at 8:00 p.m.
19.	Received Contract, Guaranty and Liability Bonds of Hipskind Concrete Corporation in the amount of $29,591.55 prepared by the Street Engineering Department signed by Trinity Universal Surety for Resolution No. 5870-80 for constructing curbs and sidewalks where needed along both sides of Greenwood from Main Street to the last house; also known as NEBRASKA NEIGHBORHOOO PHASE V.	Approved. Ordered sent to the Common Council on Tuesday, July 22, 1980 at 8:00 p.m.
20.	Received Contract, Guaranty and Liability Bonds of Hipskind Concrete Corporation in the amount of $67,506.30 prepared by the Street Engineering Department signed by Trinity Universal Surety for Resolution NO. 5875-80 for construction curb, sidewalk, drive approaches and wingwalks within area known as WEST CENTRAL, PHASE V.	Approved. Ordered sent to the Common Council on Tuesday, July 22, 1980 at 8:00 p.m.
21.	Received Contract, Guaranty and Liability Bonds of Hipskind Concrete Corporation in the amount of $80,496.00 prepared by the Street Engineering Department signed by Trinity Universal Surety for Resolution No. 5876-80 for installation of curb, sidewalk, drive approaches and wingwalks in Hanna-Creighton Phase IV.	Approved. Ordered sent to the Common Council on Tuesday, July 22, 1980 at 8:00 p.m.
22.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Porter Construction, Inc. with Guaranty Bond in the amount of $2,550.00 signed by Auto Owners Insurance Company for SENECA HILLS, SECTION II Amended - Sanitary Sewer.	Approved. Ordered acceptance letter written.
23.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Porter Construction Inc. with Guaranty Bond in the amount of $43,172.10 signed by Auto Owners Insurance Company for SENECA HILLS, SECTION III Sanitary Sewer.	Approved. Ordered acceptance letter written.
24.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of John Hartman Construction Company, Inc. with Guaranty Bond in the amount of $11,323.55 signed by State Automobile Mutual Insurance Company for BRECONSHIRE, SECTION I Sanitary Sewer.	Approved. Ordered acceptance letter written.

25. Received claim from Northwest Allen County Schools in the amount of $5,142.75 approved by the Water Pollution Control Engineering Department for oversizing per Sewer Extension Agreement required for Carroll High School Sanitary Sewer.

Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.

26. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Earth Construction Company for NORTHWEST ALLEN COUNTY SCHOOLS - Carroll High School Sewer Extension.

Approved.

Ordered acceptance letter written subject to transfer of obligee for maintenance bond from Northwest Allen County Schools to the City of Fort Wayne.

27. Received AMENDED Dedications, Covenants, etc. for Plat of SUMMERFIELD SECTION I approved by the City Plan Commission.

Approved.

28. Received quotations from the Purchasing Agent for the proposed purchase of one (1) Front End Loader for the Street Department:

ALLEN COUNTY MOTORS ----------$33,162.91

STOCKBERGER MACHINERY ---------- 39,506.00

MacALLISTER MACHINERY ---------- 53,000.00

INDIANA EQUIPMENT COMPANY ---------- 34,680.00

KORTE BROS., INC. ---------- 43,990.00

HOLT EQUIPMENT CO. ---------- 42,237.68

REID-HOLCOMB COMPANY, INC. --------- 49,999.00

Approved bid of Allen County Motors in the amount of $33,162.91 per recommendation of the Purchasing Agent under Purchase Order No. 4-08651.

Ordered sent to the Common Council on Tuesday, July 22, 1980 at 8:00 p.m.

29. Received LEASE between Cecil Hamilton and the City of Fort Wayne, Indiana, for lease of property at 1736 Maumee Avenue (Corner of S. Anthony and Maumee Avenue) from June 19, 1980 for two years. Use of property is for BAIT & TACKLE SHOP AND TOOL SHARPENING ESTABLISHMENT.

Approved. Filed in the Board of Public Works.

30. Received quotation from Purchasing Agent for the proposed purchase of one truck for Water Pollution Control Plant:

ALLEN COUNTY MOTORS ---------- $6,642.28

Through the recommendation of the Purchasing Agent the bid of Allen County Motors was accepted in the amount of $6,642.28 under Purchase Order No. 002335.

31. Received invoice #1 of Hipskind Concrete Corporation in the amount of $24,133.70 approved by the Street Engineering Department covering Resolution No. 5876-80 for HANNA-CREIGHTON, PHASE IV IMPACT AREA. (CITY PAID).

Approved and ordered paid by Community Development and Planning.

32. Received LEASE between ALFREO LAPSLEY ANO OENISE E. LAPSLEY and the City of Fort Wayne, Indiana, for lease of property at 306-308 E. Williams (HANNA SCHOOL ANNEX) from June 16, 1980 for ten years - total rental $6,000 - installments of $50.00/month. Use of property is for CHILO CARE TRAINING CENTER & BABYSITTING SWITCHBOARO.	Approved. Filed in Board of Public Works.
33. Received recommendation from the Street Lighting Engineering Oepartment to combine petitions for ornamental lighting on ZOLLARS AVENUE ANO MIGHIGAN AVENUE under one board order.	Board Order No. 49-80 is hereby canceled and Board Order No. 50-80 will be used to cover project MICHIGAN AVENUE NEIGHBORHOOO Association.
34. Received invoice #17 of Hagerman-Shambaugh, joint bidders, in the amount of $571,937.05 approved by McNamee, Porter and Seeley, Consulting Engineers, and Director of Water Resources covering work on Contract 77-W-2 - Water Works Improvements Filtration Additons.	Approved and ordered invoice of Hagerman/Shambaugh in the amount of $571,937.05 paid by City Utilities. Also ordered the amount of $30,101.95 paid to Hagerman/Shambaugh Escrow Account at Fort Wayne National Bank. Payments are to be made from the Water Utility Fund.
35. Received invoice #11 of Shambaugh & Son, Inc. in the amount of $83,770.00 approved by McNamee, Porter and Seeley, Consulting Engineers, and Oirector of Water Resources covering work on Contract 77-W-3 Water Works Improvements - St. Joseph Oam and Pump Station.	Approved and ordered invoice of Shambaugh & Son, Inc. in the amount of $83,770.00 paid by City Utilities. Also ordered the amount of $4,408.95 paid to Shambaugh Escrow Account at Fort Wayne National Bank. Payments are to be made from the Water Utility Fund.
36. Received invoice #7 of Hagerman Construction Corp. in the amount of $169,530.00 approved by Martindale, Tourney Gibson, Inc. for the construction of Civic Center Parking Garage RESOLUTION NO. 67-189-14.	Approved and ordered estimate #7 paid to Hagerman Construction Corporation. Also ordered the amount of $18,836.67 paid to the Hagerman Construction Corp. Escrow Account at Lincoln National Bank and Trust Company. Payment is to be made by Community Oevelopment and Planning - UOAG Account 195-990.
37. Received proposal from the Street Engineering Oepartment for acquisition of PENN-CENTRAL PROPERTY in connection with Ewing, Fairfield, Wells Street Bridge Project. Proposal is for the amount of $9,400.00.	Approved and ordered sent to the Common Council on Tuesday, July 22, 1980 at 8:00 a.m.

Meeting adjourned at 10:50 a.m.

ATTEST: Sandra E Kennedy
Clerk

Thursday, July 10, 1980

Department of Public Works
Office of the Board
Room 91D, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra Kennedy

1. Continued from June 26, 1980
HEARING ON CONFIRMATION:

Sewer Easement Resolution No. 175-80 for condemnation of Permanent and Temporary sewer easements for the purposes to construct, operate, control and maintain a sanitary sewer line across a portion of the East half of Section 16, Township 29 North, Range 12 East bounded on the North by Winters Road, bounded on the West by Norfolk and Western Railroad formerly NYC and St. L RR; bounded on the South by Pleasant Center Road; bounded on the East by Bluffton Road (SR #1), and a portion of the northeast corner of Section 21, Township 29 North, Range 12 East bounded on the North by Pleasant Center Road, bounded on the East by Bluffton Road, bounded on the South by a line 800 L.F. South of and parallel to the centerline of Pleasant Center Road and bounded on the West by Harber Ditch.

CONFIRMED.

Ordered Water Pollution Control Engineering to propose a Change Order for reroute and to prepare easements for three properties.

2. A request was received from Alvin Davis, 1022 Walter Street, for permission to barricade Walter Street between Washington and Maumee on July 11 and 12, 1980 from 9:00 a.m. to 6:00 p.m. both days.
PURPOSE: Block party.

Approved and permit issued.

3. Received a request from David Zelt, 723 Kinsmoor, for permssion to barricade 700 and BDO block of Kinsmoor from S. Wayne to Indiana on Saturday, July 12, 19BO from 12:DO Noon to 11:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

4. Received a request from Perfrection Biscuit Company, 350 Pearl Street, for permission to barricade at all times OLD EWING from Pearl to R. R. on July 11 thru July 21, 1980.
PURPOSE: Maintain normal operations during Three Rivers Festival.

Approved and permit issued.

5. Received a request from John Nuckols, 2419 Winch, for permission to barricade Francis at Wayne and Washington on Friday, July 4, 1980 from 7:00 a.m. to 12:00 Noon.
PURPOSE: Washing down parking lot at East Central Towers.

Approved and permit issued.

6. Received T & G Excavating, Inc. 5544 Huegenard, for permission to barricade 3651 North Clinton on Monday, July 7, 1980 thru Thursday, June 10, 1980 from 9:00 a.m. to 3:00 p.m.
PURPOSE: Installation of water main.

Approved and permit issued.

7. Received a request from F & M Tile and Terrazzo (Jim Frances) 115 Chambeau, for permission to barricade Odd Fellows, 210 E. Jefferson - on the sidewalk- on Monday, July 7 and Tuesday, July 8, 1980 from 8:00 a.m. to 4:00 p.m.
PURPOSE: Repairing their retaining wall.

Approved and permit issued.

8. Received a request from General Telephone Company, Don Rehling, 525 Tecumseh, for permission to barricade East Drive Lane of North Clinton - North of Ridgewood Avenue on July 7, 1980 and July 8, 1980 from 8:00 a.m. to 4:00 p.m.
PURPOSE: Repair Conduit.

Approved and permit issued.

9. Received a request from Stearns Mayflower, 2223 Taylor, for permission to barricade loading zone in front of Lincoln National Bank (116 East Berry Street) on July 2 and 3, 1980 from 8:00 a.m. to 5:00 p.m.
PURPOSE: Moving Office.

Approved and permit issued.

10. Received a request from WIYV Radio(Herb Weber, 925 Anthony Wayne Bank Bldg., for permission to barricade for Annual Raft Race on Sunday, July 13, 1980 at 1:00 p.m. to 7:00 p.m.
PURPOSE: Annual raft race (Three Rivers Festival Event.

Approved and permit issued.

11. Received a request from L.I. Griffin, (Blake Prentice) 4920 S. Monroe, for permission to barricade North Lane of Superior between Calhoun going west to alley on Wednesday, July 9 thru Wednesday, July 16, 1980 from 8:00 a.m. thru 5:00 p.m.
PURPOSE: Penthouse repair - Container Corporation.

Approved and permit issued.

12. Received a request from John Hartman, 10310 Diebold Road, for permission to barricade 2800 block - West State at entrance of Westwood Valley Addition on July 8, 1980 to July 18, 1980 at all time.
PURPOSE: Open Street cut restoration.

Approved and permit issued.

13. Received a request from WPTA -TV, 3333 Butler Road, for permission to barricade the first three parking spaces in the Parking Plaza off Calhoun on Thursday, July 10, 1980 at 6:00 p.m.
PURPOSE: Hood meters for remote telecast of Three Rivers Parade.

Approved and permit issued.

14. A request was received from Three Rivers Festival (Cheryl Kunberger) 2211 S. Calhoun, for permission to barricade the block the parking area under the elevation between Harrison and Calhoun on Friday, July 11, 1980 at 6:00 p.m. to Monday, July 14, 1980 morning -
PURPOSE: Keep cars from parking under elevation during Saturdays parade and Sundays event.
PURPOSE: Keep cars from parking under the elevation during Saturdays parade and Sundays events.

Approved and permit issued.

15. Received a request from T & G Excavating, Inc., 5544 Huguenard Road, for permission to barricade 3651 North Clinton on Monday, July 11, 1980 from 9:00 a.m. to 3:00 p.m.
PURPOSE: Restore street.

Approved and permit issued.

16. Received a request from Embassy Theatre Foundation (T. Weidemann) 1105 S. Harrison, for permission to barricade alley south of 1111 S. Harrison on July 12 and 13, 1980 from 9:00 a.m. to 9:00 p.m.
PURPOSE: Permit safe public access to the stage door of the Embassy Theatre.

Approved and permit issued.

17. Received a request from Gateway Construction Company, 217 Washington Center Road, for permission to barricade the north driving lane of Washington from Comparet to Harmar on MOnday, July 14 thru Friday, July 18, 1980 from 8:30 a.m. to 3:00 p.m.
PURPOSE: Installation of curbing.

Approved and permit issued.

18. Received a request from Carl Repogle, 243 Pearl Street, for permission to barricade Oock Street side of the LANDING on July 11, 1980 thru July 22, 1980 for 24 hours a day.
PURPOSE: Place sanitainers and four Porta-Johns.

Approved and permit issued.

19. Received a request from John Allison, 2220 Kentucky, for permission to barricade under goal posts at Franke Park - barricading Rugby Field on Friday, July 18, 1980 in p.m.
PURPOSE: Balloon Race - Three Rivers Festival Event.

Approved and permit issued.

20. Received a request from Virginia Spiker, 3010 Schaper, for permission to barricade Suttenfield between Calhoun and Harrison on Friday, July 18, 1980 from 3:00 p.m. to 8:00 p.m.
PURPOSE: Ice Cream Social - Simpson Methodist Church.

Approved and permit issued.

21. Received a request from Church of the Brethern, 730 E. Washington, for permission to hold a parade on July 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 starting at 8:00 a.m. to 5:00 p.m.
ROUTE TO BE TRAVELED: Walking at front of Post Office.
PURPOSE: Protesting registration.

Approved and permit issued.

22. Received a reqeust from Sally Stilwell, Northside Neighborhood Association, 514 Charlotte Avenue, for permission to block Charlotte Avenue between Eade and Pleasant Avenue On July 26, 1980 from12:00 Noon and 10:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

23. Received Invoice #1 of Spears-Oehner, Inc. in the amount of $50,437.48 approved by the Street Engineering Department covering work performed on the dike project from June 19, 1980 to June 29, 1980 under Resolution No. 5856-79 DIKE along St. Marys, St. Joseph and Spy Run Creek.

Approved and ordered paid from Dike Account No. 402-134-480-4005. the amount of $50,437.48.

Also, ordered the amount of $5,604.16 paid to Spears-Oehner, Inc. Escrow Account at Lincoln National Bank.

24. Received a request from Indiana and Michigan Electric Company, Spy Run Avenue, for permission to barricade the center two lanes on Calhoun South of Baker to Elevation on July 61 thru July 18, 1980 at all times.
PURPOSE: Emergency Repair.

Approved and permit issued.

25. Received a request from Moellering Construction Company, 3400 Engle Road, for permission to close Fairmont Avenue from Wells Street to first alley west of Wells Street starting at 8:00 a.m. around the clock starting on July 18, 1980 for one month.
PURPOSE: Construction of Ewing Street Bridge.

Approved and permit issued.

26. Received a request from Shaver & Pen Center, 817 Calhoun, for permission to barricade the sidewalk at 817 Calhoun on Saturday, July 26, 1980 from 1:00 p.m. to 6:00 p.m.
PURPOSE: Sandblasting old brick at above address.

Approved and permit issued.

27. Received a request from East Central Neighborhood Association (Mrs. Vernon Howell) 1307 E. Lewis, for permission to barricade the entire street from Summit Street from Division to dead end on August 16, 1980 from 10:00 a.m. to 9:00 p.m.
PURPOSE: Summer Street Fair.

Approved and permit issued.

28. Received a request from Wildwood Park Neighborhood Association, (BEN EISBARD), 3601 N. Washington Road, for permission to barricade 1. North Washington at Hawthorne and 2. North Washington / South Washington junction (East section toward Freeman) on September 28, 1980 from 10:00 a.m. to 10:00 p.m.
PURPOSE: Neighborhood Association Annual Picnic.

Approved and permit issued.

29. Received a request from McCormick Apartments Complex - Joe Ann Dunson, 2811 McCormick for permission to barricade McCormick from Schele going south to dead end on Saturday, July 18, 1980 from 9:00 a.m. to 4:00 p.m.
PURPOSE: Bike Rodeo.

Approved and permit issued.

Meeting adjourned at 5:15 p.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Wednesday, July 16, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache
Sandra Kennedy

Received minutes of meetings held on Wednesday, July 9, 1980 at 9 a.m. and Thursday, July 10, 1980 at 3:30 p.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Resolution No. 5867-80 for improving curbing along the south side of Kenwood Avenue from Carew Street to Rolston Street (Lots 471 to 455 Grasmere Heights Addition(, also corner walks at Kenwood and Carew and Rolston.

AWARD contract to Rieth-Riley Construction Co. at and for their bid in the amount of $6,597.60 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract.

4. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Water Engineering Department for Water Contract #8DD5 Fernhill Avenue Water Main.

AWARD contract to Butler and Butler at and for their bid in the amount of $24,178.00 subject to councilmanic approval.

Ordered the Water Engineering Department to prepare contract.

5. RECEIVE BIDS:

SURFACE DRAINAGE Resolution No. 5879-80 for drainage improvement along the north side of Congress Avenue from Wayne Trace to Holly, by installation of culvert pipes and ditching, with property owners paying $1,771.00.

Received letter from Street Engr. advising they inadvertently forgot to advise Board of prior commitment of property owners and Street Dept. for installation of surface drainage on Congress Ave. thereby this project has been canceled.

6. Received Water Contract 8DD3 by and between H.G. KLEEMAN ENTERPRISES, INC. and the Fort Wayne Water Utility for the construction of Water Main System to serve NEWFIELD EXTENDED, SECTION I.

Approved.

Ordered sent to the Water Engineering Department for handling.

7. Received driveway applications:

Approved and permit issued.

4234 Arlington /Maxine Dr. ------Michael Blombach
5911 N. Clinton ----------Moellering Const.
2516 Lillie ----------Louis Wilson
1204 Ludwig ----------Wayne Johnson
2705 Oakwood ----------Jessie Beasley
3211 Senate Ave ----------DeHaven Paving & Excav.

8. Received private sidewalk applications

Approved and permit issued.

538 Baxter ----------A. M. Tilbury
3231 Casselwood ----------C.R. Hewes, Inc.
NW cor. Archer & Andrews ----Simerman Const.
4 cor. Putnam & Andrews------Simerman Const.
2210 Inwood Dr. ----------R. W. Kain, Inc.
1026 E. Pontiac ----------F.J. Tibbitts
432 E. Rudisill ----------Major Stanford
4214 Warsaw ----------A. Tilbury

9. Received street cut applications:

Approved and permit issued.

Ardmore & Maystone & Sand (prkstrp)	---	C.U.
823 E. Berry (prkstrp)	---	
2309 & 2315 Brown (prkstrp)	---	
1219 Boone	---	
553 Charlotte	---	Northside Plb.
N. Clinton N/Ridgewood	---	Gen. Tele.
1832 Dawn (prkstrp)	---	C.U.
Vance at Kingsley (prkstrp)	---	Bercot & Gibson
2813 S. Hanna (prkstrp)	---	"
High at alley bet. Orchard and Marion	---	Gen. Tele.
2829 Hoagland (prkstrp)	---	C.U.
2101 Kenwood	---	"
5815 Kimberly (prkstrp)	---	"
814 Madison (prkstrp)	---	"
309 W. Williams (pakrstrp)	---	"
2317 Winter (prkstrp)	---	"
1226 Windsor Woods	---	NIPSCO
618 S. Harrison	---	"
453 Rose Lane	---	"
4232 Illinois Rd. (prkstrp)	---	"
2616 Lafayette	---	"
8205 Newfield (prkstrp)	---	"
7118 Parkwood Ct.	---	"
Pearl & Harrison	---	"
3206 Bowser	---	"
2324 Chris Lane	---	"
S/W cor, Calhoun & Packard	---	"
1324 Michigan	---	"
4320 Highwood (prkstrp)	---	"
Olladale Dr. bet. Betty and Spring (prkstrp)	---	"

10. Received ST. JOSEPH INTERCONNECT INTERCEPTOR RESOLUTION No. 310-1980, PHASE I, II, III and IV prepared by the Water Pollution Control Engineering Department.

Approved and adopted. A true copy is incorporated herein

HEARING ON CONFIRMATION Thursday, July 31, 1980 at 3:30 p.m.

Advertise Notice to Property Owners, July 19 and 26, 1980.

No notices mailed.

11. Received SEWER RESOLUTION NO. 311-80 prepared by the Water Pollution Control Engineering Oepartment for RANCHWOOO SANITARY SEWER.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners, July 19 and 26, 1980.

Hearing on Confirmation Thursday, July 31, 1980 at 3:30 p.m.

Notices not mailed.

12. Received SEWER RESOLUTION NO. 312-1980 prepared by the Water Pollution Control Engineering Oepartment for CONCORDIA GARDEN SANITARY SEWER.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners, July 19 and 26, 1980.

Hearing on Confirmation Thursday, July 31, 1980 at 3:30 p.m.

Notices not mailed.

13. Received SEWER RESOLUTION NO. 313-80 prepared by the Water Pollution Control Engineering Department for MAROEGO - MANOEGO - LIMBERLOST SANITARY SEWER.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners, July 19 and 26, 1980.

Hearing on Confirmation Thursday, July 31, 1980 at 3:30 p.m.

Notices not mailed.

14. Received SEWER RESOLUTION NO. 314-80 prepared by the Water Pollution Control Engineering Department for WATERSWOLDE, NORTHWOOO PARK, ROUSSEAU SUBURBAN, HOLLYWOOO GAROENS, MAYFIELO PLACE ANO BEVERLY HEIGHTS SANITARY SEWERS.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners, July 19 and 26, 1980.

Hearing on Confirmation Thursday, July 31, 1980 at 3:30 p.m.

Notices not mailed.

15. Received SEWER RESOLUTION NO. 315-80 prepared by the Water Pollution Control Engineering Oepartment for ALOALE ACRES ANO DAU'S SUBURBAN AODITION.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners, July 19 and 25, 1980.

Hearing on Confirmation Thursday, July 31, 1980 at 3:30 p.m.

Notices not mailed.

16. Received SEWER RESOLUTION NO. 316-80 prepared by the Water Pollution Control Engineering Oepartment for CINOERELLA VILLAGE SANITARY SEWER.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners July 19 and 26, 1980.

Hearing on Confirmation Thursday, July 31, 1980 at 3:30 p.m.

Notices not mailed.

17. Received SEWER RESOLUTION No. 317-80 prepared by the Water Pollution Control Engineering Department for AUER ANO McAOAMS HIGHLAND GROVE SANITARY SEWER.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners July 19 and 26, 1980. Hearing on Confirmation Thursday, July 31, 1980 at 3:30 p.m. *No notices mailed.
18. Received RESOLUTION NO. 318-80 prepared by the Water Pollution Control Engineering Oepartment for CAMPUS COURT PUMP STATION ELIMINATION.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners July 19 and 26, 1980. Hearing on Confirmation Thursday, July 31, 1980 at 3:30 p.m. *
19. Received RESOLUTION NO. 319-80 prepared by the Water Pollution Control Engineering Department for NORTHCREST PUMP STATION ELIMINATION.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners July 19 and 26, 1980. Hearing on Confirmation Thursday, July 31, 1980 at 3:30 p.m. *
20. Received RESOLUTION No. 320-80 prepared by the Water Pollution Control Engineering Oepartment for PATTON TRAILER SANITARY SEWER.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners July 19 and 26, 1980. Hearing on Confirmation Thursday, July 31, 1980 at 3:30 p.m. *
21. Received RESOLUTION NO. 321-80 prepared by the Water Pollution Control Engineering Oepartment for REHABILITATION OF SEWERS SSES SUBSYSTEM BS, CS, NS, OS.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners July 19 and 26, 1980. Hearing on Confirmation Thursday, July 31, 1980 at 3:30 p.m. *
22. A request was received from Roger Ember, 10113 Goshen Rd., for permission to cover meters at Friemann Parking Lot at all times from 7-15-80 to 7-20-80 for CONCESSION purposes.	Permit issued.
23. A request was received from Debbie Shell of CD & P for permission to barricade 1600 and 1700 block of Florida on September 6, 1980 from 4:30 p.m. to 12:00 Midnight for BLOCK PARTY.	Permit issued.

24.	Received inspection report and Primary Assessment Roll prepared by the Street Lighting Engineering Oepartment for Street Lighting Resolution No. 137-79 - HARRISON HILL AREA.	Approved and Completion Affidavit filed. Primary Assessment Roll approved. Advertise Notice of Assessment July 25 and August 1, 1980. HEARING ON CONFIRMATION OF ASSESSMENT ROLL: Thursday, August 7, 1980 at 3:30 p.m. Notices to be mailed on August 1, 1980.
25.	Pursuant to report from the City Utilities Accounting Department listing unpaid Revenue Miscellaneous Accounts - Write-offs as per list submitted: Water: $4,568.49 and Sewer: $3,303.23 (total $7,871.72).	Approved.
26.	Received Water Contract 8004 between Allen County Association for the Retarded and the Fort Wayne Water Utility of the City of Fort Wayne, Indiana, for the construction of water main system to serve Project Drive (Collins Orive area).	Approved. Ordered sent to Water Engineering Oepartment for handling.
27.	Received Resolution No. 1017-80 Water Contract of GEIGER EXCAVATING COMPANY in $8,395.14 prepared by the Water Engineering Department signed by American Oruggists' Insurance Company.	Approved and ordered sent to the Common Council on Tuesday, August 12, 1980 at 8:00 p.m.
28.	Received Agreement between Bonar & Associates, Inc. Consulting Engineers, and the City of Fort Wayne, Indiana, through its 8oard of Public Works for engineering services regarding 8LUFFTON ROAO PROJECT.	Approved. Ordered sent to the Common Council on Tuesday, August 12, 1980 at 8:00 p.m.
29.	Received Contract, Guaranty and Liability Bonds of 8rooks Construction Company in the amount of $6,019.85 prepared by the Street Engineering Oepartment signed by American States Insurance Company for Resolution No. 5881-80 for restoration of concrete pavement on Addison Avenue.	Approved.
30.	Received Street Lighting Resolution No. 142-80 CONTRACT of Biggs Electric Company prepared by the Street Lighting Engineering Department for the installation of street lighting with underground wiring in the Nebraska Phase V Impact Area in the amount of $32,658.70.	Approved and ordered sent to the Common Council on Tuesday, Augus t 12, 1980 at 8:00 p.m.
31.	Received invoice of Lincoln National Life in the amount of $132.95 approved by the Oirector of Transporation for Special Computer Run pertaining to the AROMORE-HILLEGAS ENVIRONMENTAL IMPACT PROJECT.	Approved and ordered paid from LRS Account #314.

32. Received invoice #5 of L. W. Oailey, Inc. in the amount of $2,611.17 (RETAINAGE) approved by the Street Engineering Oepartment for Resolution No. 5827-79 - Nebraska Neighborhood, Phase IV.

Approved and ordered paid by Community Development and Planning.

33. Received invoice from Indiana State Highway Commission in the amount of $18,335.07 prepared by the Engineering Cost Accounting Oepartment and approved by the Director of Transporation as FINAL payment on Project HHS-251-3 (1), Contract No. R-11168, in accordance with Agreement between the State of Indiana and the City of Fort Wayne signed and dated September 8, 1977 for INTERSECTION IMPROVEMENT - SPY RUN AVENUE & CLINTON STREET.

Approved and ordered paid from LRS Acco.nt #4306.

34. Received invoice of John Dehner, Inc. in the amount of $15,594.85 approved by the Street Engineering Department covering work on Resolution No. 5865-80 - FAIRFAX PAVEMENT - Fairfield to South Wayne Repair.

Approved and ordered paid by MVH Funds.

35. Received invoice #78-08-310-01-0-022of Howard Needles Tammen & Bergendoff (Steeg) in the amount of $7,470.28 for professional engineering services performed in connection with Agreement for Engineering Services dated March 20, 1978 - Advanced Wastewater Treatment - Phase A: Task #8 (Original Phase A AWT Design). Services rendered for the period of May 27, 1978 thru Oecember 21, 1979.

Approved and ordered paid by City Utilities.

Payment is to be made from the WPC Utility Fund.

36. Received invoice #78-08-310-01-0-23 of Howard Needles Tammen & Bergendoff (Steeg) in the amount of $12,144.53 for professional engineering services performed in connection with Agreement for Engineering Services dated March 2D, 1978 - Advanced Wastewater Treatment - Phase A: Task #7 (original Phase B AWT Oesign). Services rendered for the period of November 25, 1978 thru February 29, 1980.

Approved and ordered paid by City Utilities.

Payment is to be made from the WPC Utility Fund.

37. Received invoice #78-08-310-01-0- 24 of Howard Needles Tammen & Bergendoff (Steeg) in the amount of $21,056.54 for professional engineering services performed in connection with Agreement for Engineering Services dated March 20, 1978 - Advanced Wastewater Treatment - Phase C AWT Design). Services rendered for the period of April 1, 1979 thru March 28, 1980.

Approved and ordered paid by City Utilities.

Payment is to be made from the Water Pollution Control Utility Fund.

38. Received invoice #70-1D-210-01-22 of McNamee, Porter and Seeley in the amount of $18,587.90 for engineering services for General and Resident Engineering for Water Works Improvements in accordance with Contract between the City and the Engineers dated Oecember 7, 1970 and Amendment No. 1 dated March 30, 1977. Invoices approved by the Director of Water Resources.

Approved and ordered paid by City Utilities from the Water Utility Fund.

Meeting adjourned at 10:15 a.m.

BOARO OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy
Clerk

Thursday, July 17, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H. R. Gamache
Sandra Kennedy

1. HEARING ON CONFIRMATION: Improvement Resolution No. 5877-80 for improving by constructing curbs, yardwalks and drive approaches on Forest Park Boulevard from State Boulevard to Dodge Avenue.	Continued to Thursday, July 31, 1980 at 3:30 p.m. Time up to receive remonstrance Monday, July 28, 1980 at 5:00 p.m.
2. Received a petition for the installation of ornamental and standard street lighting on Fairfield Avenue from Rudisill Boulevard to Pasadena Drive.	Approved. Ordered the Street Lighting Engineering Department to investigate and report. Board Order No. 69-80 issued.
3. Received a petition for the installation of standard street lighting on Trentman Avenue from Turpie to Wayne Trace.	Approved. Ordered the Street Lighting Engineering Department to investigate and report.
4. Received invoice #12 of Spears-Dehner, Inc. in the amount of $29,149.94 approved by the Street Engineering Department covering work on Resolution No. 5835-79 on Fernhill Avenue for June 2, 1980 to June 29, 1980.	Approved and ordered the amount of $29,149.94 paid from LRS Account. Also, ordered the amount of $3,238.88 paid to Spears-Dehner, Inc. account (ESCROW) at Lincoln National Bank & Trust Company. Payment is to be made from LRS Account #4329.
5. Received invoice #13 of Spears-Dehner, Inc. in the amount of $90,611.60 approved by the Street Engineering Department covering work on Resolution 5835-79 Fernhill Avenue. INVOICE IS FOR RETAINAGE on Project.	Approved and ordered paid from LRS Account #4329. Invoice is for RETAINAGE.

6. Received Supplemental Agreement made and entered into by and between the State of Indiana (through the Indiana State Highway Commission) and the City of Fort Wayne, Indiana (through the Board of Public Works) regarding improvement of Northrup Street (S.R. #3) at the intersections with Fernhill Avenue and Wells Street.

Approved.

A true copy is incorporated herein.

7. Received a request from Lora Rencher - Youth Superstar Center, 601 Hayden, for permission to barricade the 1600 block of Monroe from the alley to Hayden Street on August 2, 1980 from 8:00 a.m. to 7:30 p.m.
PURPOSE: Ice Cream Social, Bazaar.

Approved and permit issued.

8. Received a request from Dillabaugh & Sons, Crown Point, Indiana, (Karen Anderson) for permission to barricade East Berry between Lafayette and Barr on Tuesday and Wednesday, July 29 and 30, 1980 from 6:00 p.m. to 9:00 a.m.
PURPOSE: Move house at 333 E. Berry.

Approved and permit issued.

9. Received a request from Gateway Construction, 217 W. Washington Center Road (Henry Gaines) for permission to close one lane at N.E. Corner of Comparet and Washington area on Tuesday, July 29, 1980 from 8:00 a.m. to 4:30 p.m.
PURPOSE: Installing manholes.

Approved and permit issued.

10. Received a request from Moellering Construction Company, 3400 Engle Road, for permission to barricade Wells Street from First to Cass Streets from July 30, 1980 to September 30, 1980 at all times.
PURPOSE: Reconstruction Project.

Approved and permit issued.

11. Received a request from Robert Marganti, 2916 Broadway, for permission to barricade curb at corner of 2916 Broadway and Home Avenue area starting July 29, L980 for ten days at all times.
PURPOSE: To place sanitainer for remodeling.

Approved and permit issued.

Meeting adjourned at 3:50 p.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Wednesday, July 23, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R.Gamache,
R.A. Staten
Sandra Kennedy

Received Minutes of meetings held on Wednesday, July 16, 1980 at 9 a.m. and Thursday, July 17, 1980 at 3:30 P.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Oepartment of Finance.

3. Received sidewalk applications:

Approved and permits issued.

4234 Arlington ----------Michael Blombach
1006 Larch Lane ----------Holiday Homes
1010 Larch Lane ----------Holiday Homes
6327, 6328, 6307, 6311, 6312,
6315, 6319 and 6331 Thaxton ---Holiday Homes

4. Received driveway applications:

Approved and permits issued.

3301 East Coliseum Blvd. ----------Church Growth Services
2210 Inwood Dr. ----------R. W. Kain
1119 Jones ----------L. W. Dailey
313 Putnam ----------George Helton
6307, 6311, 6315, 6319 6327,
6328 and 6331 Thaxton Pl. ---------Holida Homes

5. RECEIVE BIDS:

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, July 30, 1980 at 9:00 a.m.

Alley Improvement Resolution No. 5878-80 for improving the alley running between Crestwood Drive and Sunset Drive from Crestwood Drive to the east property line of Lot #41 of Southwood Park Addition, Section "C" from the East property line of Sunset Drive to the East property line of Lot #41 of Southwood Park Addition "C"

FOX CONTRACTORS, INC.	---	$11,174.30
HEWES, INC.	---	7,699.00
HIPSKIND ASPHALT CORP.	---	9,278.00
RIETH-RILEY	---	6,394.50
SIMERMAN CONST. CO.	---	9,544.70

6. RECEIVE BIOS:

Street Improvement Resolution No. 5886-80 for improving by resurfacing and restoring pavement as designated on following streets: (1) ECKART STREET, (2) OREXEL AVENUE, (3) VILLAGE COURT ORIVE, (4) OLIVER STREET, (5) BOWSER AVENUE:

BROOKS CONST. CO.	---	$ 55,715.00
OAILEY ASPHALT	---	66,791.00
HIPSKINO ASPHALT CORP.	---	54,787.75
MOELLERING CONST.	---	62,522.20
RIETH-RILEY	---	72,022.85
WAYNE ASPHALT CORP.	---	58,376.00

Referred to the Street Engineering Oepartment for tabulation and report.

Award contract on Wednesday, July 30, 1980 at 9 a.m.

7. RECEIVE BIOS:

Curb and Sidewalk Resolution No. 5887-80 for improving curb and sidewalks where needed on both sides of Warsaw Street from south property line of Creighton Avenue to north property line of Suttenfield Street, also known as LaREZ IMPACT AREA, PHASE III - "B": (CITY PAIO)

BROOKS CONST.	---	$28,674.95
L. W. OAILEY, INC.	---	31,661.50
FT. WAYNE MINORITY CONTR.	---	20,626.85
GATEWAY CONST.	---	24,592.25
HIPSKINO ASPHALT CORP.	---	36,455.00
HIPSKINO CONCRETE	---	28,473.55
MOELLERING CONST.	---	31,779.90
RIETH-RILEY CONST.	---	26,271.50
SIMERMAN CONST.	---	32,446.15

Referred to the Street Engineering Oepartment for tabulation and report.

Award contract on Wednesday, July 30, 1980 at 9 a.m.

8. RECEIVE BIOS:

Water Main Improvement Resolution No. 1020-80 for the installation of water main in and along Olladale Orive from Betty Avenue southward 738± Lineal Feet:

BERCOT, INC.	---	Base Bid: $19,984.00	Alt. Bid: $36,273.00
BUTLER & BUTLER	---	$19,580.00	36,022.00
T - G EXCAVATING	---	22,404.00	38,532.52

Referred to the Water Engineering Oepartment for tabulation and report.

Award contract on Wednesday, July 30, 1980 at 9 a.m.

9. Received Release of Easement whereby the City of Fort Wayne releases and abandons to Amos D. Delagrange and Edna Viola Delagrange and easement and right-of-way (recorded under document 79-27676 dated August 21, 1979): A 14 foot permanent easement, being 7 feet on either side - area SHOAFF PARK RIVER ESTATES Section "C".	Approved. Copy on file in the Board of Public Works.
10. Quit-Claim Deed was granted by City of Fort Wayne to Amos D. Delagrange and Edna Viola Delagrange a 14 foot permanent easement, being 7 feet on either side of - area SHOAFF PARK RIVER ESTATES, Section "C".	Approved. Copy on file in the Board of Public Works.
11. Received a petition for the repair of streets in North Sherwood Terrace and Silver Maples Addition.	Approved. Ordered the Street Engineering Department to investigate and report. Board Order No. 71-80.
12. Received a petition for the installation of street lighting in North Sherwood Terrace and Silver Maples Additions.	Approved. Ordered the Street Lighting Engineering Department to investigate and report.
13. Received Quit Claim Deed granted by City of Fort Wayne to Amos D. Delagrange and Edna Viola Delagrange a strip of land lying in Block "D", George L. AShley Homestead Addition (area St. Joseph Center Road and St. Joe Road).	Approved. Copy on file in the Board of Public Works.
14. Received Indenture whereby the City of Fort Wayne releases and abandons to Amos D. and Edna Viola Delagrange a strip of land lying in Block "D" George L. Ashley Homestead Addition (area St. Joseph Center Road and St. Joe Road).	Approved. Copy on file in the Board of Public Works.
15. Received Improvement Resolution No. 5888-80, specifications, estimate and final plans prepared by the Street Engineering Department for Resurfacing and Restoring streets as specified: (CITY PAID) 1. SHERMAN BLVD. 2. OAKLAND STREET, 3. ROSEMONT DRIVE, 4. Washington CENTER ROAD.	Approved and adopted. A true copy is incorporated. Advertise Notice to Contractors August 1 and 8, 1980. Receive bids on Wednesday, August 13, 1980 at 9:00 a.m. Ordered the Street Engineering Department to prepare bid documents.

16. Received Improvement Resolution No. 5889-80, specifications, final plans and estimate prepared by the Street Engineering Department for Resurfacing 1st and 2nd Councilmanic District for improving by resurfacing and restoring pavement as designated: (CITY PAID).

    1. MADISON STREET
    2. BRANDRIFF STREET
    3. PRINCE STREET
    4. PHILIP WAY
    5. CDRONET DRIVE
    6. MAJESTIC LANE
    7. FRICKE AVENUE

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors on August 1 and 8, 1980.

Receive bids on Wednesday, August 13, 1980 at 9 a.m.

Ordered the Street Engineering Department to prepare bid documents.

17. Received invoice from Butler, Fairman & Seufert, Inc. in the amount of $439.55 approved by Director of Transportation covering City's share (59%) on Project: St. Joe Road (SR #37 to Evard Road) ACR-4-71.

Approved and ordered paid from LRS Account #4316.

18. Received petition for the installation of sidewalk (repair) at 3319 Warsaw Street.

Approved.

Ordered Street Engineering Department to investigate and report.

Board Order No. 73-80.

19. Received request from Street Engineering Department for issuance of Purchase Order to Old Fort Supply Company, Inc. in the amount of $247.38 for culvert pipe regarding Drainage on Congress (Wayne Trace to Holly - per Resolution No. 5879-8D which was RESCINDED).

Approved and ordered Purchase Drder issued. P.O. # D43B1.

2D. Received invoice of 8utler, Fairman & Seufert, Inc. in the amount of $3,247.50 (3D% City's Share) approved by the Director of Transportation covering work on EWING - FAIRFIELD - WELLS STREET BRIDGE. This vovers the period from May 2, 1980 to May 31, 198D.

Approved and ordered paid from LRS Account #43D7.

21. Received request form Street Engineering Department that Purchase Order be issued to Simerman Construction Company, Inc. in the amount of $2,04D.50 for the low bid for various miscellaneous projects (alley repair, etc.)

Approved and ordered purchase order issued. P.O. # 043BD.

22. Received a petition for improvement of storm drainage within the 8utz Subdivision.

Approved.

Ordered the Water Pollution Control Engineering Department to investigate and report.

8oard Order No. 74-B0

23. Received petition for the installation of standard street lighting on Lawrence Avenue from Slataper to Pitt Streets.

Approved.

Ordered the Street Lighting Engineering Deprtment to investigate and report.

Board Drder No. 75-BD issued.

24. Received "MODIFIED FOR ST. JOSEPH" Specifications and Standard Drawings Revised 1980 prepared by the Water Pollution Control Department of the City of Fort Wayne, Indiana.

Approved.

25. EMERGENCY RESOLUTION NO. 69-115-25

WHEREAS, the Street Engineering Department has informed the Board of Works that a serious drainage problem exists as well as deteriorated corner wing-walks at the intersection of Archer and Putnam; and

WHEREAS, the Project Engineer has stated that this is an emergency situation because of the high crown in these intersections and the adjacent deteriorated corners in relation to drainage structures; and

WHEREAS, the money to make these repairs is not available in the present contract, therefore, we have asked individual contractors to submit cost estimate on this additional work; and

WHEREAS, estimates were solicited from Simmerman Construction, Inc., L. W. Dailey and Robert Houser; and

WHEREAS, Simmerman Construction was low bidder in the amount of $8,861.25; and

NOW, THEREFORE, the Board of Works hereby declares an emergency exists and requests the Purchasing Department to issue a purchase order in the amount of $8,861.25 for said repairs.

Approved this July 23, 1980.

A true copy is incorporated herein.

26. Received quotation from the Purchasing Agent for the proposed purchase of one (1) 1980 one-ton truck with Utility Body and Lift for the Traffic Engineering Department:

ALLEN COUNTY MOTORS, INC. ----- $29,504.00

Approved. Ordered sent to the Common Council on Tuesday, August 12, 1980 at 8:00 p.m.

Accepted under Purchase Order No. 4-08744.

27. Received quotation from the Purchasing Agent for the proposed 60 month lease with PITNEY BOWES, INC. for Office Services for One (1) Model #3144 INSERTER Mailing machine. at the price of $30,420.00.

Approved. Ordered sent to the Common Council on Tuesday, August 12, 1980 at 8:00 p.m.

Accepted under Purchase Order No. 002386.

28. Received Invoice #4 of Dailey Asphalt Products Company in the amount of $76,223.32 approved by the Director of Transportation covering work on Resurfacing Resolution No. 5849-79 for Oxford Street and Bluffton Road.

Approved and ordered paid from 1979 Resurfacing Funds the amount of $76,223.32.

Also ordered the amount of $8,470.37 paid to Dailey Asphalt Products Company Escrow Account at Indiana Bank & Trust Company.

29. Received Invoice #3 (#4) of Dailey ASphalt Products Company in the amount of $25,435.22 approved by the Director of Transportation covering work on Resurfacing Resolution No. 5850-79 for Clinton, Spy Run Extended and Calhoun Street.

Approved and ordered paid from 1979 Resurfacing Funds the amount of $25,435.22.

Also ordered the amount of $2,826.14 paid to Dailey Asphalt Products Company Escrow Account at Indiana Bank and Trust Company.

30. Received Change Order #1 of Bercot, Inc. in decrease amount of $378.00 prepared by the Water Engineering Department covering work on Water Contract #7909 - 13th Street Water Main.

Approved.

31. Received invoice of Bercot, Inc. in the amount of $9,656.80 approved by the Water Engineering Department covering work on Wa-er Contract #7909 13th Street Feeder Main. (FINAL INVOICE).

Approved.

Ordered payment made by City Utilities from the Water Utility Fund.

32. Received Contract of Rieth-Riley Construction Company, Inc. in the amount of $6,597.60 prepared by the Street Engineering Department covering Resolution No. 5867-80 for the construction of curbing along the south side of Kenwood Avenue from Carew Street to Rolston Street, also corner walks at Kenwood and Carew and Rolston. Performance and Guarantee Bond in the amount of $6,597.60 signed by

33. Received Street Lighting Resolution No. 144-80, final plans, estimate, specifications and property ownership list prepared by the Street Lighting Engineering Department for installation of lighting on Capitol Avenue.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners August 1 and 8, 1980.

Hearing on Confirmation Thursday, August 21, 1980 at 3:30 p.m.

Mail notices on August 8, 1980.

34. EMERGENCY RESOLUTION NO. 69-117-34

WHEREAS, a gasoline leak occurred in front of Lassus Station, Fairfield and Bass Streets; and

WHEREAS, an Emergency existed for immediate repair; and

WHEREAS, the Board of Public Works hereby declared an Emergency existed to provide equipment and labor to excavate and pump the gas out of the ground and haul to the property disposal site;

NOW, THEREFORE, the Board of Public Works requests the Purchasing Department to issue a purchase order to John Dehner, Inc., in the amount of $B,7BB.6B for said repairs.

Approved this July 23, 1980.

A true copy is incorporated herein.

35. Received a request from Bart Mellott, 16912 Lutter Lane, Huntertown, Indiana, 46748, for permission to barricade 141D Wells - front sidewalk and alley next to location on Friday and Saturday, July 25 and 26, 1980 from 8:00 a.m. to 6:00 p.m. PURPOSE: Painting H.& R. Block Bldg.	Approved and permit issued.
36. A request was received from Brian Quandt, 4435 Lafayette Esplanade, for permission to barricade parking lane at southeast corner of Butler and Hoagland (365 W. Butler) on Friday, July 25, 198D thru Monday, July 28, 1980 around the clock.	Approved and permit issued.
37. Received a request from McMillen Park Neighborhood Association (Dorothy Russell) 2821 Orexel, for permission to barricade Turpie Street at Orexel and Fruehauf at Drexel on Friday, July 25, 1980 from 6:00 p.m. to 12:00 Midnight. PURPOSE : Block party.	Approved and permit issued
38. Recieved a request from Cal Smith - Elder of Westfield Presbyterian Chruch, 1901 Taylor, for permission to barricade NO PARKING LANE at Taylor between Brooklyn and Electric (south side) on Thursday, July 24, 1980 from 5:00 p.m. to 9:00 p.m. PURPOSE: Ice Cream Social.	Approved and permit issued.
39. Received a request from C.L. Schust Company. Inc. (George Barleg) 4030 Piper Orive, for permission to barricade at Superior Street, blocking off 102 W. Superior Street, The Container Corporation Building on Tuesday, July 22, 1980 at 8:00 a.m. to 5:DD p.m. PURPOSE: Roofing the Containing Corp.	Approved and permit issued.

4D. A request was received from First Assembly of God Church, 3301 E. Coliseum Blvd., for permission to hold a parade on Sunday, July 2D, 1980 from 9:00 a.m. to 9:45 a.m. Approximate number of vehicles: 3D and 25D persons. Route to be traveled: 4DDl So. Anthony north on Anthony to By-pass east on By-pass to 33Dl E. Coliseum. Purpose: Move of congregation to new facility. — Approved and permit issued.

41. Received a request from Citizens Against Registration and Draft, 1D38 Kenwood, for permission to hold a parade on Day of and Day after PASSAGE DF REGISTRATIDN (July 21, 198D) starting at 7:3D a.m. and ending 1:DD p.m.. Starting location: Federal Building - marching on the sidewalk in front of Federal Building without blocking pedestiran traffic. PURPDSE: DEMONSTRATION. — Approved and permit issued.

42. Received a request from Margaret Krouse, 4325 Drury Lane, for permission to barricade Drury Lane at Indiana and Pembrook on Wednesday, July 3D, 198D from 2:DD p.m. to 12:DO midnight. PURPDSE: Block party. — Approved and permit issued.

43. EMERGENCY RESDLUTIDN NO. 69-118-43

WHEREAS, a pavement blow-up occurred in the southbound land of North Clinton Street in the vicinity of Bishop Dwenger High School; and

WHEREAS, an Emergency existed for immediate repair;

WHEREAS, Street Engineering received invitational bids for said repair from John Dehner, Inc., in the amount of $4,967.4D; L. W. Dailey in the amount of $5,632.00 and Moellering Construction in the amount of $6,D96.DD;

NOW, Therefore, the Board of Public Works hereby delcares and Emergency exists to repair said pavement and requests the Purchasing Department to issue a purchase order to John Dehner, Inc., for the lowest bid in the amount of $4,967.4D.

Approved and adopted this July 23, 198D.

Meeting adjourned at 10:45 a.m.

BOARD DF PUBLIC WDRKS

ATTEST:

Clerk

Wednesday, July 30, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk.

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra Kennedy

Received minutes of meeting held on Wednesday, July 23, 1980 at 9 a.m.

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received driveway applications:

Approved and permits issued.

1006 Larch Lane ---------- Holida Homes
1010 Larch Lane ----------Holida Homes
902 Prange Dr. ----------Jay Reed
2917 Tillman Road ----------Houser, Robt. J.
6312 Thaxton Pl. ----------Holida Homes

4. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Water Engineering for Water Main Improvement Resolution No. 1020-80 for construction of water mains in and along Olladale Drive from Betty Avenue, southward 738 ± lineal feet.

AWARD contract to Butler and Butler at and for their bid in the amount of ALTERNATE $36,022.00 subject to councilmanic approval.

Ordered the Water Engineering Department to prepare contract.

5. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for improving the alley running between Crestwood Drive and Sunset Drive from Crestwood Drive to the east property line of Lot #41 of Southwood Park Addition, Section "C". Resolution No. 5878-80.

AWARD contract to Rieth-Riley at and for their bid in the amount of $6,394.50 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract.

6. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for improving by resurfacing and restoring pavement in the 6th Councilmanic District (ECKART, OREXEL, VILLAGE COURT, OLIVER AND BOWSER AREAS). Resolution No. 5886-80.

AWARD contract to Hipskind Asphalt Corp. at and for their bid in the amount of $54,787.75 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract.

7. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Oepartment for improving curb and sidewalks where needed on both sides of Warsaw Street from south property line of Creighton Avenue to north property line of Suttenfield Street, also known as LaREZ IMPACT AREA, PHASE III - "B". Resolution No. 5887-80.

AWARD contract to Gateway Construction Company at and for their bid in the amount of $24,592.25 subject to councilmanic approval.

Ordered the Street Engineering Oepartment to prepare contract.

8. RECEIVE BIDS:

Water Improvement Resolution No. 1021-80 for the construction of water mains in and along Kelmar Drive from an existing twelve inch water main on Sandpoint Road easterwardly 664 ± feet:

BERCOT, INC. ---------- $18,811.50

BUTLER & BUTLER ---------- $18,418.00

T - G EXCAVATING, INC. ------ $19,190.67

Referred to the Water Engineering Department for tabulation and report.

Will award contract on Wednesday, August 6, 1980 at 9:00 a.m.

9. Received private sidewalk applications:

459 Englewood Ct. --------- Creative Reconst.
5605 Larchwood Run -------- R. D. Witmer

Approved and permit issued.

10. Received Contract, Guaranty and Liability Bonds of L. W. Dailey, Inc. in the amount of $47,423.00 prepared by the Street Engineering Department signed by St. Paul Fire & Marine Insurance Company for Improvement Resolution No. 5885-80 for curb, sidewalk, dirve approaches and wingwalks on both sides of Gay Street from Pontiac Street to Creighton Avenue.

Approved and ordered sent to the Common Council on Tuesday, August 12, 1980 at 9:00 a.m.

11. Received Contract, Guaranty and Liability Bonds of L. W. Oailey, Inc. in the amount of $87, 798.50 prepared by the Street Engineering Department signed by St. Paul Fire & Marine Insurance Company for Improvement Resolution No. 5882-80 for curb, sidewalk, drive approaches and wingwalks where needed on LILLE, LEITH, BOLTZ ANO WINTER STREETS AREAS.

Approved and ordered sent to the Common Council on Tuesday, August 12, 1980 at 9:00 a.m.

12. Received Contract, Guaranty and Liability Bonds of C.M.S. Roofing, Inc. in the amount of $11,617.00 prepared by the Street Engineering Oepartment signed by Indiana Insurance Company for Improvement Resolution No. 5883-80 for repair of roof at the Traffic Engineering Operations Signal Complex located at 1730 S. Lafayette Street.

Approved and ordered sent to the Common Council on Tuesday, August 12, 1980 at 9:00 a.m.

13. Received Contract, Guaranty and Liability Bonds of Gateway Construction Company in the amount of $40, 277.60 prepared by the Street Engineering Department signed by State Auto Mutual Insurance Company for Improvement Resolution No. 5B84-80 for curb, sidewalk, drive approaches, alley approaches and wingwalks in areas: JOHN, REED, SMITH, GAY AND WEISSER PARK.	Approved and ordered sent to the Common Council on Tuesday, August 12, 19B0 at 8:00 a.m.
14. Received Change Order No. 2 of Bercot, Inc. in the amount of $6,741.00 prepared by the Water Pollution Control Engineering Department covering Sewer Resolution No. 309-79 - HARBER DITCH SANITARY SEWER, PHASE III.	Approved and ordered sent to the Common Council on Tuesday, August 12, 19B0 at 8:00 p.m.
15. Received Grant of 21" Diameter Sanitary Sewer Easement whereby Richard W. Swank and Norman E. Swank quit-claim and convey to the City of Fort Wayne a permanent easement and right-of-way to construct, operate, control, maintain, reconstruct and remove a sewer line along and across described real property located in Allen County, State of Indiana - Tract described in Deed Book 636, page 186 - 188 (PLEASANT CENTER ROAD area).	
16. Received Water Contract #8005 prepared by the Water Engineering Department in the amount of $24,178.00 for the installation of 864 ± L.F. of 12" Water Main on Fernhill Aveune connecting between Wells and Northrup Avenue and 100 ± L.F. of 8" Water Main.	Approved and ordered sent to the Common Council on Tuesday, August 12, 1980 at 8:00 p.m.
17. Received invoice of GIBSON, TOURNEY, KIM, INC., Architects, in the amount of $2,247.70 approved by the Director of Trasportation for Architectural and Engineering Services rendered through July 15, 1980 for the Civic Center Parking Garage located on the Southside of East Washington between Calhoun and Clinton Streets. Res. 67-189-14	Approved and ordered paid by Redevelopment Commission.
18. Received invoice #7 of L. W. Dailey, Inc. in the amount of $45,149.76 approved by the Street Engineering Department covering work on Resolution No. 5833-79 - Main Street Reconstruction.	Approved and ordered paid by Redevelopment Commission the amount of $45,149.76. Also ordered the amount of $5,016.64 paid to the L. W. Dailey Escrow Account at Indiana Bank & Trust Company.
19. Received Special Street Permit perpared by the Street Engineering Department to MID-AMERICA CORP. to construct Ridgemoor Drive - Stone Pointe Village, Phase II.	Approved.
20. Received Special Sewer PERMIT for MID-AMERICA CORPORATION prepared and approved by the Water Pollution Control Engineering Department for the construction of sanitary and storm sewer known as STONE POINTE VILLAGE, Phase II. Maintenance Bond of 25% is to be furnished Board of Public Works at the time the Contractor files his completion affidavit.	Approved. Board Order No. 7B-80 issued.

21. Received Improvement Resolution No. 5890-1980, final plans, specifications and estimates prepared by the Street Engineering Department for resurfacing and restoring pavement as designated on the following streets to be known as:

(1) Lower Huntington Road - from a point 35 ± ft. east of Premiere Drive to the east pavement line of Bluffton Road.

(2) Kinsmoor Avenue - from the west curbline of South Wayne Avenue to the east curbline of Beaver Avenue.

(3) Kinnaird Avenue - from the west curbline of Fairfield Avenue to the east curbline of Indiana Avenue.

(4) Home Avenue - from the west curbline of Fairfield Avenue to the east curbline of South Wayne Avenue.
ALL in 4th and 5th Councilmanic Districts.
(CITY PAID).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors August 8 and 15, 1980.

Receive bids on Wednesday, August 20, 1980 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

22. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of John Hartman Construction Company with Guaranty Bond in the amount of $7,500 signed by State Automobile Mutual Insurance Company for Water Contract 7917 - BRECONSHIRE, SECTION I.

Approved.

Ordered acceptance letter written.

23. Received a petition for the installation of curbs, sidewalks and drive approaches on both sides of McKinnie Avenue from Calhoun Street east to Lafayette Street.

Approved.

Ordered the Street Engineering Department to investigate and report.

Board Order No. 75-80.

24. Received a petition for the installation of water main to serve Sylvia Avenue, Gary Street and Seddlemeyer Avenue from Decatur Road Westward.

Approved and ordered Water Engineering Department to investigate and report.

Board Order No. 79-80.

25. Received Revision of Specifications for Fire Hydrants.

Approved. A true copy is incorporated herein.
Sent to Water Engineering Department for handling.

Meeting adjourned at 11:00 a.m.

ATTEST:
Sandra E Kennedy
Clerk

BOARD OF PUBLIC WORKS

Thursday, July 31, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. AKERS, H.R. GAMACHE,
R.A. STATEN
Sandra Kennedy

1. Continued from July 17, 1980
HEARING ON CONFIRMATION:

Resolution 5877-80 AMENDED for the construction of curbs, yardwalks and drive approaches on Forest Park Boulevard from State Boulevard to Dodge Avenue.

CONFIRMED.

Advertise Notice to Contractors
August 8 and 15, 1980.

Receive bids on Wednesday,
August 20, 1980 at 9 a.m.

Ordered the Street Engineering Department to prepare bid documents.

2. HEARING ON CONFIRMATION:
SEWER
Resolution No 310-1980 - ST. JOSEPH INTERCONNECT INTERCEPTOR, PHASES I, II, III and IV.

CONFIRMED. Plans and specifications approved.
Advertise, Notice to Contractors
July 18 and 31 and August 14, 1980.

Receive bids on Monday, September 2, 1980 at 9:00 a.m.

3. HEARING ON CONFIRMATION:
SEWER
Resolution No. 311-1980 - RANCHWOOD SANITARY SEWER.

CONFIRMED.

SAME AS #2.

4. HEARING ON CONFIRMATION:
SEWER
Resolution No. 312-1980 - CONCORDIA GARDEN SANITARY SEWER.

CONFIRMED.

SAME AS #2.

5. HEARING ON CONFIRMATION:
SEWER
Resolution No. 313-1980 - MARDEGO - MANDEGO - LIMBERLOST SANITARY SEWER.

CONFIRMED.

SAME AS #2.

6. HEARING ON CONFIRMATION:
SEWER
Resolution No. 314-1980 - WATERSWOLDE, NORTHWOOD PARK, ROUSSEAU SUBURBAN, HOLLYWOOD GARDENS, MAYFIELD PLACE AND BEVERLY HEIGHTS SANITARY SEWERS.

CONFIRMED.

SAME AS #2.

7. HEARING ON CONFIRMATION:
SEWER
Resolution No. 315-1980 - ALDALE ACRES AND DAU'S SUBURBAN ADDITION.

CONFIRMED.

SAME AS #2.

8. HEARING ON CONFIRMATION:
SEWER
Resolution No. 316-1980 - CINDERELLA VILLAGE SANITARY SEWER.

CONFIRMED. Plans and specifications approved.
Advertise, Notice to Contractors July 18 and 31 and August 14, 1980.

Receive bids on Monday, September 2, 1980 at 9:00 a.m.

9. HEARING ON CONFIRMATION:
SEWER
Resolution No. 317-1980 - AUER AND MC-ADAMS HIGHLAND GROVE SANITARY SEWER.

CONFIRMED.

SAME AS #8.

10. HEARING ON CONFIRMATION:
SEWER
Resolution No. 318-1980 - CAMPUS COURT PUMP STATION ELIMINATION.

CONFIRMED.

SAME AS #8.

11. HEARING ON CONFIRMATION:
SEWER
Resolution No. 319-1980 - NORTHCREST PUMP STATION ELIMINATION.

CONFIRMED.

SAME AS #8.

12. HEARING ON CONFIRMATION:
SEWER
Resolution No. 320-1980 - PATTON TRAILER SANITARY SEWER.

CONFIRMED.

SAME AS #8.

13. HEARING ON CONFIRMATION:
SEWER
Resolution No. 321-1980 - REHABILITATION OF SEWERS SSES SUBSYSTEM BS. CS. NS. OS.

CONFIRMED.

SAME AS #8.

Meeting adjourned at 5:45 p.m.

ATTEST:
Sandra E Kennedy
Clerk

Robert A Anderson Jr.

BOARD OF PUBLIC WORKS

Wednesday, August 6, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H. R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permits issued.

1924 Forest ----------A. J. Tomei, Jr.
1640 Schilling ----------Creative Reconst.
609-611- 613 Taylor------R. Dominques

4. Received driveway applications: — Approved and permits issued

2906 Lake --- ----- - Stratford Homes
5606 Larchwood Run ----R. D. Witmer Const.
2118 N. Schomburg -----Kirk Scheeler
927 Valdosta Dr. ------A. D. Delagrange
1212 California Rd. ---Wayne Asphalt
1608 Kensington Blvd. -Robt. Houser
1100 Production Rd. ---L. W. Dailey
6216 Fairfield ---R. Houser

5. Received street cut applications: — Approved and permits issued.

6903 S. Anthony (prkstrp)	--- C.U.
808 Baxter	--- "
Branning & Hoagland (prkstrp)	--- "
3206 Bowser	--- NIPSCO
2816 Cambridge	--- "
Capitol & Smith (prkstrp)	--- "
2324 Chris Lane	--- "
100' S. of Coliseum - (Mike's Car Wash)	--- "
Fairfield & Fairfax (prkstrp)	--- C.U.
Fleming at Hoagland (prkstrp)	--- "
1333 Fourth	--- NIPSCO
Gumper & MOnroe (prkstrp)	--- C.U.
3330 Harvester	--- NIPSCO
4320 High	--- "
5314 Hoagland	--- C.U.
Hoagland & Darrow (prkstrp)	--- "
Hoagland & Maple Grove (prkstrp)	--- "
5314 Hoagland (alley)	--- G. Hartman
2324 Hobson (prkstrp)	--- C.U.
725 E. Jefferson	--- "
604 Kenwood	--- "
612 Kenwood	--- "
3701 Kirkfield (prkstrp)	--- "

Kelmar Dr. from
Mason east 664± L.F. --- Water Engr.
5517 Lake (prkstrp) --- C.U.
536 Lasalle --- NIPSCO
Lewis 50' W. c/l Webster --- "
3029 McDonald --- C.U.
230 W. Maple Grove (prkstrp) --- "
1324 Michigan --- NIPSCO
N. Cornell Circle at "
Radial Lane (prkstrp) --- C.U.
909 Orlando (prkstrp) 2 --- "
Oxford & Monroe (prkstrp) --- "
SW cor. Packard and Calhoun --- NIPSCO
331 E . Pontiac --- "
607 E. Pontiac --- "
1400 Production Rd. --- Gudenkauf Corp
453 Rose Lane --- NIPSCO
2905 Schele --- C. U.
1429 Sherman --- NIPSCO
Sherwood Terrace at Calumet --- C.U.
515 S. Wayne --- "
S. Wayne & W. Sherwood Terrace--- C. U.
1657 W. State --- "
Tacoma & Maple Grove --- "
2200 Taylor --- "
1401 Third --- NIPSCO
1125 Third --- "
901 W. Washington (prkstrp) --- C.U.
2701 West Drive (prkstrp) --- "
900 E. Wayne --- Troy Wilson
900 E. Washington --- "
Yale Dr. 21' W. c/l Cambridge --- NIPSCO
2713 Autumn Leaf --- "
2401 Fairfield --- "
3326 Kendale --- "
1009, 1010, 1018 and --- "
1006 Larch Lane
2320 Maplewood --- "
2812 Praire Grove (prkstrp) --- "
2217 Riedmiller --- "
6311, 6307, 6316, 6327, 6331,
6315, 6319 & 6312 Thaxton Run ---"
4105 Vail Ct. (prkstrp) --- "
4023 Vail Ct. (prkstrp) --- "
4111, 4112 Vail Ct. (prkstrp) --- "
1622 Wells --- "
Abbott N. of Rudisill (prkstrp) --- C.U.
Avalon & L. Hunting. Rd. (prkstrp)--- "
604 Boltz --- "
3225 Bowser (prkstrp) --- "
2030 Brooklyn (prkstrp) --- "
1806 California (prkstrp) --- "
Central & Eckart (prkstrp) --- "
Clark & High --- "
1238 Eliza (prkstrp) --- "
Euclid & Rudisill (prkstrp) --- "
Fulton & Berry (prkstrp) --- "
806 Goshen Rd. --- "
6124 Hystone (prkstrp) --- "
5511 Lake (prkstrp) --- "
Leith & Calhoun (prkstrp) --- "
1124 Ludwig Pk. Dr. (prkstrp) --- "
1204 Ludwig Pk. (prkstrp) --- "
1116 Ludwig Pk. (prkstrp) --- "
6102 Oakmont (prkstrp) --- "
815 Orlando (prkstrp) --- "
916 Russell (prkstrp) --- "
1919 Sprunger --- "
3836 Wells (prkstrp) --- "
Coliseum Blvd. & New Haven --- NIPSCO
2409 N. Anthony --- Rich. Hartzog
Capitol & Okiver (prkstrp) --- C.U.
Capitol & Oliver --- "
Capitol & Reed --- "
Capitol & Winter --- "

Congress & Wilmette (prkstrp)	---	C.U.
604 Curdes	---	"
Glenwood, W. at Beacon	---	"
3409 Hoagland	---	"
4116 Indian Hills (prkstrp)	---	"
1040 Kenwood (prkstrp)	---	"
Oliver & Senate (prkstrp)	---	"
Senate & Smith (prkstrp)	---	"
4909 Stony Run (prkstrp)	---	"
4922 Stony Rut (prkstrp)	---	"
Winter & Senate (prkstrp)	---	"

6. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Water Engineering Department for the installation of water main on Kelmar Drive from an existing twelve inch water main on Sandpoint Road easterwardly 664 ± feet - Resolution No. 1021-80.

Award contract to Butler & Butler at and for their bid in the amount of $18 418.00 subject to councilmanic approval.

Ordered the Water Engineering Department to prepare contract.

7. Received Assessment Roll of Benefits and Damages prepared by the Street Engineering Department for Declaratory Resolution No. 1438-80 for St. Joseph Hospital Overhead Walkway

Approved and Board finds that the amount of damages to each property listed on said Roll are equal to the amount of $1.00 each and the assessment of said benefits and damages are so ordered.

Notice to be served on August 11, 1980.

Hearing on Confirmation of Assessment Roll Thursday, August 21, 1980 at 3:30 p.m.

8. Received AMENDED Street Lighting Resolution No. 143-80 for Lincolnshire (Note: Concord Lane from Calhoun Street to Fairfield Avenue was omitted in original resolution). See: 69-94-13.

Approved.

9. Received Street Lighting Resolution No. 145-80, final plans, specifications and estimates prepared by the Street Lighting Engineering Department for lighting Drexel Avenue from Queen Street to Wayne Trace with wood poles and overhead wiring and up-grading of existing lighting to current City standards. (CITY PAID).

Approved and adopted. A true copy is incorporated herein.

Work to be performed by City's Street Lighting Crew.

10. Received Special Sewer Permit for Michael W. Thomas prepared and approved by the Water Pollution Control Engineering Department for the construction of a sanitary sewer known as Oak Grove Villas.
John Hartman Construction Company is to perform the work.
Maintenance Bond of 25% is to be furnished the Board of Works at the time the Completion Affidavit is filed.

Approved.

Board Order No. 82-80.

11. Received invoice of Emil P. Holliday in the amount of $80.00 for work performed at 2106 Curdes Avenue approved by the Street Engineering Department.

Approved and ordered paid under Purchase Order No. 4-04354.

12. Received invoice of Consolidated Rail Corporation in the amount of $28,812.29 for crossing and light signals at Ewing Street extended and crossing at Cass Street, 4th Street Branch approved by the Director of Transportation. Invoice is #3 and is in connection with Wells Street Bridge Agreement. Invoice is for services April, 1980 to May 1980.

Approved and ordered paid from LRS Account #4307.

13. Received invoice #1 of Brooks Construction Company, Inc. in the amount of $62,605.07 approved by the Street Engineering Department for Resolution No. 5824-78 for pavement repair - Interstate Industrial Park.

Approved and ordered paid from Account 402-128-129-9265.

14. Received invoice of Hipskind Concrete Corporation in the amount of $2,114.65 approved by the Street Engineering Department for miscellaneous sidewalks, wingwalks and curbs per invitational bids.

Approved and ordered paid from Funds #402-128-129-4265.

15. RESOLUTION NO. 69-128-15

Approved.

WHEREAS, Colonial Oil, Inc., L. I Griffin & Sons, Inc., & Iva F. Griffin have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public street situated in Fort Wayne, Allen County, to-wit:

That part of Lenox Street in the City of Fort Wayne, Indiana, which lies East of the East right of way line of Monroe Street, West of the West right of way line of Hanna Street, South of the South line of Southwood Heights Addition to said City of Fort Wayne, and North of the North line of Lots #1 and #33 in Hirons Addition to said City of Fort Wayne, Indiana.

16. RESOLUTION NO. 69-128-16

Approved.

WHEREAS, Indianahead Truck Lines, Inc. have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public street situated in Fort Wayne, Allen County, to-wit:

The vacation of a portion of the first alley east of Barthold Street from the South property line of the first alley south of High Street to its southern terminus; (the northern rith of way of the New York Central Railroad).

17. Received a request from Jackie Kimes, 915 W. Wildwood, for permission to barricade Wildwood from Indiana to Beaver on Sunday, September 7, 1980 from 10:00 a.m. to 8:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

18. Received MEMORANDUM OF AGREEMENT whereby the City of Fort Wayne (Board of Public Works) will lease 100 parking spaces on Clinton Street Old Fort Parking Lot to Allen County Board of Commissioners at a rate of $175.00 per week for one year ending Oecember 31, 1980, retroactive to January 1, 1980. Agreement is subject to renewal on January 1, 1981, upon agreement by both signing parties.	Approved. A true copy is incorporated herein. Copy on file in the Board of Public Works.
19. Received a petition for the installation of water on Morell Orive from Sand Point Road to Norfolk and Western Railroad.	Approved. Ordered the Water Engineering Department to investigate and report.
20. Received invoice #8 of Clyde E. Williams & Associates, Inc. in the amount of $9,108.86 for professional services per Agreement dated October 3, 1978 and Supplement No. 2 dated November 26, 1979.	Approved and ordered paid for from LRS Account 402-338-338-4327.
21. Received invoice of Clyde E. Williams & Assoc. in the amount of $1,158.82 for professional services in accordance with the November 6, 1978 Engineering Agreement and the Jan. 18, 1979 letter of authorization regarding LAKE AVENUE. (Services 5-26-80 thru 7-5-80).	Approved and ordered paid from L.R.S. Account #334.
22. Received invoice of Clyde E. Williams & Assoc. in the amount of $176.54 ofr professional services in accordance with the Nov. 6, 1978 Engineering Agreement and the Jan. 18, 1979 letter of authorization regarding CRESCENT AVENUE. (Services from 5-26-80 thru 7-5-80).	Approved and ordered paid from L.R.S. Account #317.
23. Received Invoice #18 of Hagerman- Shambaugh, joint bidders, in the amount of $968,109.52 approved by McNamee, Porter and Seeley, Consulting Engineers and the Director of Water Resources covering work on Contract 77-W-2 - Water Works Improvements Filtration Plant Additions.	Approved and ordered invoice in the amount of $968,109.52 paid by City Utilities. Also ordered the amount of $50,953.13 paid to Hagerman-Shambaugh Escrow Account at Fort Wayne National Bank. Payments are to be made from the Water Utility Fund.
24. Received invoice #12 of Shamabagh & Son, Inc. in the amount of $13,859.85 approved by the Consulting Engineers, McNamee, Porter and Seeley, and Director of Water Resources covering work on Contract 77-W-3 Water Works Improvements - St. Joseph Dam and Pump Station.	Approved and ordered amount of $729.46 paid to Shambaugh Escrow Account at Fort Wayne National Bank. Ordered invoice in the amount of $13,859.85 paid to Shambaugh & Son, Inc. Payments are to be paid by City Utilities and are to be made from the Water Utility Fund.

25. Received invoice #6 of T - G Excavating, Inc. in the amount of $55,780.81 approved by the Director of Water Resources for Sewer Resolution No. 307-79 - Ranchwood, Phase I.

Approved and ordered the amount of $55,780.81 paid by City Utilities.

Also the amount of $6197.87 is to be paid to the T - G Excavating, Escrow Account at Anthony Wayne Bank.

Payments are to be made from the Water Pollution Control Utility Fund.

26. Received inspection report from the Water Engineering Department approved by the Water Engineering Department for Water Contract 8004 - PROJECT DRIVE WATER MAIN with guarantee bond in the amount of $10,285.00 signed by American States Insurance Company for above.

Approved and ordered acceptance letter written.

27. Received invoice of Rieth-Riley Construction Company, Inc. in the amount of $13,681.60 approved by the Street Engineering Department covered by Resolution No. 5861-80 - Whitegate Drive pavement restoration.

Approved and ordered paid by Emergency Account - MV H.

Meeting adjourned at 10:15 a.m.

ATTEST:

Clerk

BOARD OF PUBLIC WORKS

Thursday, August 7, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H. R. Gamache,
R.A. Staten
Sandra E. Kennedy

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Street Lighting Resolution No. 137-80 for the installation of Street Lighting in the Harrison Hill Area.

The Board determined the benefits as indicated.

Ordered the Street Lighting Engineering Department to prepare the Final Assessment Roll.

2. Received Water Contract No. 7914 prepared by the Water Engineering Department between Northeastern Investment, Inc. and the Fort Wayne Water Utility of the City of Fort Wayne, Indiana, to construct water main to serve Summerfield Addition, Section I, Phase I. Said water main system is to include 1220 ± L.F. of 6" Water Main. Maintenance Bond is to be furnished at time the Completion Affidavit is filed.

Approved.

3. Received invoice #8 of Hagerman Construction Corp. in the amount of $306,321.00 approved by Martindale, Tourney & Gibson, Inc. for the construction of Civic Center Parking Garage RESOLUTION NO. 67-189-14.

Approved and ordered invoice of Hagerman Construction Corp. in the amount of $306,321.00.

Also ordered the amount of $17,017.83 paid to the Hagerman Corp. Escrow Account at Lincoln National Bank and Trust Company.

Payments are to be made from Community Development and Planning.

Meeting adjourned 4:00 p.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Wednesday, August 13, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN — H. R. Gamache, R. A. Staten
Sandra E. Kennedy, Clerk — Sandra E. Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk application — Approved and permits issued.

1501 E. Berry ---------- F.J. Tibbitts

4. Received driveway applications: — Approved and permits issued.

3816 Brentwood ----------Cole Const.
1817 Emerson Ave. ----------Ned Keener
2522 Forest Valley Dr. -------Molargik Const.
5730 Larchwood Run ----------Extner Const.
202 E. Sherwood Terrace ------Ned Keener
2409 Springfield ----------Graber & Graber
6323, 6324 and 6332 Thaxton Pl.---Holida Homes
2115 - 2117 and 2121 - 2123
Versailles Village Pl.---Z.K. Tazian

5. Received street cut applications: — Approved and permits issued.

1302 & 1304 S. Anthony	---	C.U.
912 S. Anthony	---	J & G Water & Sewer
1301 E. Berry	---	
4931 Charlotte (prkstrp)	---	C.U.
507 Colerick (prkstrp)	---	
2700 blk. Covington (prkstrp)	---	
200 E. Darrow	---	Lengacher Exc.
301 Elizabeth	---	J & G Water & Sewer
Pearl & Harrison	---	NIPSCO
Holly & Logan (prkstrp)	---	C.U.
609 E. Jefferson	---	J & G Water & Sewer
1038 Kenwood	---	C.U.
Fleetwood & Logan (prkstrp)	---	
2525 S. Lafayette	---	J & G Water & Sewer
3121 S. Safayette	---	
2115 LaFontain	---	
1512 Lumbard	---	
1408 McClellan	---	
Maumee & Sidney (prkstrp)	---	C.U.
Paulding & Warsaw	---	
2441 Pennsylvania	---	J & G Water & Sewer
601 Pierce	---	
Production Rd. w/o Lima Rd.	---	Gen. Tele.
4800 Projects Dr.	---	Lengacher Exc.
Redwood & Logan	---	C.U.

Redwood & Rogers (prkstrp)	---	C.U.
631 Runnion (prkstrp)	---	Northside
916 Russell	---	J & G Water & Sewer
1819 Sherman	---	"
1643 Short	---	C.U.
522 Southview	---	"
501 W. Superior	---	J & G Water & Sewer
Taylor & Freeman (prkstrp)	---	C.U.
1030 Third (prkstrp)	---	"
So. R/W of Trier Rd. E/o Hobson bet. Parish Dr. & Pineview Dr.	---	Gen. Tel.
Turpie & McKee	---	C.U.
4105 Vail Court	---	NIPSCO
1805 E. Washington	---	J & G Water & Sewer
2500 Wendigo Lane	---	C. U.
5204 Webaster	---	NIPSCO
2518 Bolton (prkstrp)	---	"
1017 Edgewater (alley)	---	"
1804 Vermont	---	"
1804 S. Harrison (prkstrp)	---	"

6. RECEIVE BIDS:

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, August 20, 1980 at 9 a.m.

Resurfacing Resolution No. 5888-80 for resurfacing the 3rd District as designated on SHERMAN BOULEVARD, OAKLAND STREET, ROSEMONT DRIVE AND WASHINGTON CENTER ROAD: (City Paid).

BROOKS CONST. CO.	---	$47,749.00
DAILEY ASPHALT CO.	---	54,944.00
HIPSKIND ASPHALT CORP.	---	44,609.00
MOELLERING CONST. CO.	---	47,343.95
RIETH-RILEY CONST.	---	52,162.75
WAYNE ASPHALT CO.	---	43,394.25

7. RECEIVE BIDS:

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, August 20, 1980 at 9 a.m.

Resurfacing Resolution No. 5889-80 for resurfacing the 1st and 2nd Councilmanic Districts as designated on MADISON STREET, BRANDRIFF STREET, PRINCE STREET, PHILIP WAY CORONET DRIVE, MAJESTIC LANE AND FRICKE AVENUE. (City Paid).

BROOKS CONST. CO.	$96, 435.50
DAILEY ASPHALT CO.	107,459.00
HIPSKIND ASPHALT CORP.	87,050.75
MOELLERING CONST. CO.	101,759.50
RIETH-RILEY CONST.	105,603.60
WAYNE ASPHALT CO.	87,918.65

8. Received Final Assessment Roll prepared by the Street Lighting Engineering Department for Street Lighting Resolution No. 137-80 for the installation of ornamental street lighting system with underground wiring for Harrison Hill Area.	CONFIRMED. Ordered sent to the Department of Finance.
9. Received Sewer Easement Resolution No. 170-8D prepared by the Water Pollution Control Engineering Department for (Permanent and Temporary) RANCHWOOD SANITARY SEWER. (Sewer Res. 311-80)	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners August 22 and 29, 1980. Hearing on Confirmation Thursday, September 11, 1980 at 3 30 p.m. Mail notices on August 27, 1980.
10. Received Sewer Easement Resolution No. 176-8D prepared by the Water Pollution Control Engineering Department for (Permanent and Temporary) SAINT JOSEPH INTERCONNECT INTERCEPTOR SANITARY SEWER. (Sewer Res. 310-80).	SAME AS #9.
11. Received Sewer Easement Resolution No. 177-80 prepared by the Water Pollution Control Engineering Department for (Permanent and Temporary) CONCORDIA GAROENS SANITARY SEWER. (Sewer Res. 312-80).	SAME AS #9.
12. Received Sewer Easement Resolution No. 178-80 prepared by the Water Pollution Control Engineering Department for (Permanent and Temporary) MARDEGO-MANDEGO-LIMBERLOST SANITARY SEWER. (Sewer 313-80).	SAME AS #9.
13. Received Sewer Easement Resolution No. 179-80 prepared by the Water Pollution Control Engineering Department for (Permanent and Temporary) BEVERLY HEIGHTS, HOLLYWOOO GARDENS, MAYFIELO PLACE, ROUSSEAU'S SUBURBAN GAROENS, WATERSWOLOE, AND NORTHWOOO PARK SANITARY SEWER. (Sewer Res. 314-80)	SAME AS #9.
14. Received Sewer Easement Resolution No. 18D-8D prepared by the Water Pollution Control Engineering Oepartment for (Permanent and Temporary) ALOALE ACRES AND OAU'S SUBURBAN ADD. SANITARY SEWER. (Sewer Res. 315-80).	SAME AS #9.
15. Received Sewer Easement Resolution No. 181-80 prepared by the Water Pollution Control Engineering Department for (Permanent and Temporary) CINDERELLA VILLAGE SANITARY SEWER. (Sewer Res. 316-198D).	SAME AS #9.
16. Received Sewer Easement Resolution No. 182-80 prepared by the Water Pollution Control Engineering Department for (Permanent and Temporary) AUER'S AND McADAMS HIGHLAND GROVE SANITARY SEWER. (Sewer Res. 317-80).	SAME AS #9.

17. Received Sewer Easement Resolution No. 183-80 prepared by the Water Pollution Control Engineering Department for (Permanent and Temporary) CAMPUS COURT PUMP STATION ELIMINATION SANITARY SEWER. (Sewer Res. 318-80).	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners August 22 and 29, 1980. Hearing on Confirmation Thursday, September 11, 1980 at 3:30 p.m. Mail notices on August 27, 1980.
18. Received Sewer Easement Resolution No. 185-80 prepared by the Water Pollution Control Engineering Department for (Permanent and Temporary) PATTON TRAILER PARK SANITARY SEWER. (Sewer Res. No. 320-80).	SAME AS #17.
19. Received Sewer Easement Resolution No. 184-80 prepared by the Water Pollution Control Engineering Department for (Permanent and Temporary) NORTHCREST PUMP STATION ELIMINATION SANITARY SEWER. (Sewer No. 319-80).	SAME AS #17.
20. Received Special Sewer Permit for John Dehner, Inc. prepared and approved by the Water Pollution Control Engineering Department for construction of sanitary sewer known as Harber Ditch Interconnection, Phase 3 Extended.	Approved and Special Sewer Permit issued. Board Order No. 86-80.
21. Received Special Sewer Permit for North Eastern Construction Company prepared by the Water Pollution Control Engineering Department for construction of sanitary sewer known as Village of Buckingham, Section I.	Approved and Special Sewer Permit issued. Board Order No. 85-80 issued.
22. Received invoice #2 of Hipskind Concrete Corp. in the amount of $23,697.97 approved by the Street Engineering Department covering work on Improvement Resolution No. 5876-80 HANNA - CREIGHTON, Phase IV.	Approved and ordered paid by Community Development and Planning.
23. Pursuant to report form the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts - Write-offs as per list: Water $4,169.60, Sewer $2,739.41 (Total $6,909.01).	Approved.
24. Received invoice #9 of Moellering Construction Company, Inc. in the amount of $47,021.74 (30% City Share) approved by Butler, Fairman and Seufert, Inc. and Street Enginering Department covering work on EWING - FAIRFIELD - WELLS Street Bridge to cover period from 6-26-80 to 7-25-80.	Approved and ordered paid from LRS Account.
25. Received Water Resolution No. 1020-80 Contract prepared by the Water Engineering Department for BUTLER AND BUTLER CONSTRUCTION, INC. for the installation of water main on Olladale Drive water main extension from Betty Avenue southward 710 ± LF to Bass Road (Spring Street).	Approved. Ordered sent to the Common Council on Tuesday, August 26, 1980 at 8:00 p.m.

26. Received Invoice #2 of Spears-Dehner, Inc. in the amount of $26D,610.60 approved by the Street Engineering Department covering work performed on the dike project from 6/30/80 to 8/3/80 under Resolution No. 5856-80 DIKE along St. Marys, St. Joseph and Spy Run Creek.

Approved and ordered paid from Oike Account No. 4D2-134-480-4005 the amount of $260,610.60.

Also, ordered the amount of $28,956.73 paid to Spears-Oehner, Inc. Escrow Account at Lincoln National Bank.

27. Received invoice of Robert L. Kelley in the amount of $980.00 for appraising, inspecting and reporting in connection with ABANDONED VEHICLE PROGRAM for June, July and August, 1980.

Approved and ordered paid from Account 402-165-165-4001 Abandoned Vehicle Fund.

28. Received invoice #70-10-210-01-23 of McNamee Porter and Seeley in the amount of $26,209.60 for engineering services for General and Resident Engineering for Water Works IMprovements in accordance with Contra ¢ between the City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977. Invoices approved by the Oirector of Water Resources.

Approved and ordered paid by City Utilities from the Water Utility Fund.

29. Received quotations from the Purchasing Agent for the proposed purchase of Liquid Ferrous Sulfate for the Water Pollution Control Plant: BLANKET ORDER.

BY PROOUCTS MANAGEMENT, INC. ---- $.113/lb. sulfate
.135/lb chloride

CONSERVATION CHEMICALS ---------- $.15/lb.

The bid of By Products Management, Inc. was accepted under Purchase Order No. 002418 (one year supply from August 1, 1980 thru July 31, 1981).

Ordered sent to the Common Council on Tuesday, August 26, 1980 at 8:00 p.m.

30. Received inspection report from the Water Pollution Control Engineering Oepartment and Completion Affidavit of 8ercot, Inc. with Guaranty Bond in the amount of $20,939.D5 signed by The Western Casualty and Surety Company for Storm Sewer for Civic Center Renewal Project, Block I.

Approved.

Ordered acceptance letter written.

31. Received a request from L. W. Dailey, Inc., 1034 Oakland, for permission to barricade Newago Drive and Production Road starting August 6, 1980 for two and one-half weeks at all times.
PURPOSE: Install new intersection.

Approved and permit issued.

32. A request was received from Eric Augsburger, 321 N. Cornell Circle, for permission to barricade the N. Cornell Circle at Hoagland and Lexington on August 30, 1980 from 12 Noon to 10:00 p.m.
PURPOSE: Block party.

Approved and permit issued.

33. A request was received from Nancy Vacanti, 4256 Beaver Avenue, for permission to barricade Maxine Street between Beaver and Drury on Saturday, August 16, 1980 from 4:00 p.m. to 12 Midnight.
PURPOSE: Block party.

Approved and permit issued.

34. A request was received from Susan Scheibenburger, 343 W. Taber, for permission to barricade the 300 block of West Taber from Webster to Hoagland on Saturday, August 16, 1980 from 2:00 p.m. to 8:30 p.m.
PURPOSE: Block party.

Approved and permit issued.

35. Received a request from Essex Wire Company (Capt. Bob Black) 1601 Wall Street, for permission to barricade the corner of Swinney and Phenie North to Gate on August 2, 1980 from 6:00 a.m. to 6:00 p.m.
PURPOSE: Anniversary Celebration - 1500 to 2000 block.

Approved and permit issued.

Meeting adjourned at 10:35 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Thursday, August 14, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

H.R. Gamache, R. A. Staten
Sandra Kennedy

1. HEARING ON CONFIRMATION:

Street Lighting Resolution No. 143-80 - AMENDED - for the installation of street lighting in Lincolnshire Addition more specifically defined as Hollis Lane from Calhoun Street to the west lot line of Lot #65 Lincolnshire Addition, Crown Lane from Calhoun Street to Concord Lane, Concord Lane from Calhoun Street to Fairfield Avenue, Millside Court from Harrison Street to Fairfield Avenue, Southfair Court from Harrison Street to Fairfield Avenue, Harrison Street from Crown Lane to Southfair Court, and Webster Street from Crown Lane to Hollis Lane. (ORNAMENTAL LIGHTING).

Continued to Thursday, August 28, 1980 at 3:30 p.m.

Time up to remonstrate Monday, August 25, 1980 at 5:00 p.m.

Remonstrance received.

2. Received Change Order #1 of Rieth-Riley Construction Company, Inc. in the amount of $598.91 approved by the Street Engineering Department covering Resolution No. 5861-80 Whitegate Drive Pavement Restoration.

Approved and ordered sent to the Common Council on Tuesday, August 29, 1980 at 8:00 p.m.

3. Received Change Order #1 of Spears-Dehner, Inc. in the amount of $2,610.00 approved by the Street Engineering Department covering Resolution No. 5856-80 Dike along St. Mary River, St. Joseph River and Spy Run Creek.

Approved and ordered sent to the Common Council on Tuesday, August 29, 1980 at 8:00 p.m.

4. Received a request from Olivia Perez, 1811 Wheeler, for permission to barricade beginning on Wheeler on August 28, 1980 from 5:00 p.m. to 1:00 a.m.
PURPOSE: Block Party.

Approved and permit issued.

5. Received inspection report from the Water Enginering Department for Water Resolution No. 1016-79 for the construction of water main in and along the north side of the Ludwig Road, from the west right of way line of Rodenbeck Drive, westwardly to within 9½ ft. of the west right-of-way line of Sharon Drive; also in and along the west side of Sharon Drive from the north side of Ludwig Road southwardly to the south property line of Lot #1 in Ludwig Park Addition.	Approved and Completion Affidavit filed. Primary Assessment Roll approved. Advertise Notice of Assessment August 29 and September 5, 1980. Hearing on Confirmation of Assessment Roll Thursday, September 11, 1980 at 3:30 p.m. Mail notices September 5, 1980.
6. Received Change Order No. 1 of Bercot, Inc. in the decreased amount of $1,040.60 approved by the Water Engineering Department for Water Resolution No. 1016-79 - LUDWIG ROAD - SHARON DRIVE WATER MAIN.	Approved.
7. Received invoice of Bercot, Inc. in the amount of $53,006.70 approved by the Water Engineering Department for Resolution No. 1016-79 - LUDWIG ROAD - SHARON DRIVE WATER MAIN.	Approved and ordered paid by City Utilities from the Water Utility Fund.
8. Received RELEASE OF EASEMENTS whereby the City of Fort Wayne releases all easements which it has over, across, through and under the described: Area Collins Road.	Approved. On file in the Board of Public Works.
9.	

Meeting adjourned at 4:15 p.m.

Roberta Anderson, Staté

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

Wednesday, August 20, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy. Clerk

M.L. Akers, H.R. Gamache, R.A. Staten
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received driveway application:

126 S. Cornell (access on Harrison)---A.R. Tilbury
1448 Springbrook Rd. ----------A. D. Delagrange

Approved and permits issued.

4. Received street cut applications:

Arlington & Pettit (prkstrp)---------C.U.	
430 Buchanan (prkstrp)	--- "
1011 E. Columbia (prkstrp)	--- "
1826 Clover Lane (prkstrp)	--- "
409 Ounwood (prkstrp)	--- "
1512 Forest Pk. Blvd.	--- "
2330 - 2336 S. Hanna	--- "
Indiana & Pettit (prkstrp)	--- "
1004 Lake (prkstrp)	--- "
Madison & Clay, Francis, Harmar and Monroe (prkstrp)	--- "
1826 W. Main (alley)	---Paul Eickhoff
Medical Pk. Dr. E/o N. Clinton	---Gen. Tele.
1240 W. Rudisill (prkstrp)	---C.U.
W. State at Woodvalley Dr.	---Sercot, Inc.
S. Wayne & Pettit	---C.U.
Tacoma & Pettit	--- "
1220 Sylvia (prkstrp)	---NIPSCO
50' s/o St. Joe Ctr.(prkstrp)	---Gen. Tel.

Approved and permits issued.

5. Received tabulation and recommendation prepared by the Street Engineering Department for the resurfacing and restoring pavement as designated on the following streets: MADISON, BRANDRIFF, PRINCE, PHILIP WAY, CORONET, MAJESTIC AND FRICKE. (1st and 2nd Council Districts). RESURFACING RESOLUTION NO. 5889-80. (City Paid).

AWARD contract to Hipskind Asphalt Corp. at and for their bid in the maount of $87,050.75 subject to councilmanic approval. Ordered contract prepared by Street Engineering Department.

6. Received tabulation and recommendation prepared by the Street Engineering Department for the resurfacing and restoring pavement as designated on the following streets: SHERMAN, OAKLAND STREET, ROSEMONT & WASHINGTON CENTER (3rd Council District). RESURFACING RESOLUTION NO. 5888-1980. (City Paid).

AWARD contract to Wayne Asphalt Corp. at and for their bid in the amount of $43,394.25 subject to councilmanic approval. Ordered contract prepared by Street Engineering Department.

7. RECEIVE BIDS:

Resolution No. 5877-1980 AMENOED - the construction of curbing, yardwalks and drive approaches on Forest Park Boulevard from State Boulevard to Dodge Avenue: (2nd District).

BROOKS CONST. CO.	---	$ 27,392.50
L. W. DAILEY, INC.	---	39,332.5D
GATEWAY CONST. CO.	---	21,357.50
HIPSKIND ASPHALT CORP.	---	35,900.00
RIETH-RILEY CONST. CO.	---	27,198.50
SIMERMAN CONST. CO.	---	35,360.75

Referred to the Street Engineering Oepartment for tabulation and report.

Will award contract on Wednesday, August 27, 1980 at 8:00 a.m.

8. RECEIVE BIDS:

Resolution No. 5890-1980 for resurfacing and restoring pavement as designated on the following streets: LOWER HUNGTINGTON ROAO, KINSMOOR AVENUE, KINNAIRD AVENUE AND HOME AVENUE. (City Paid). (4th and 5th Council Oistricts).

BROOKS CONST. CO.	---	$93,478.40
DAILEY ASPHALT CORP.	---	87,113.DO
HIPSKINO ASPHALT CORP.	---	92,310.50
RIETH-RILEY CONST. CO.	---	109,756.40
WAYNE ASPHALT CO.	---	85,875.50

Referred to the Street Engineering Oepartment for tabulation and report.

Will award contract on Wednesday, August 27, 1980 at 9:DD a.m.

9. Received plat of Engle Ridge North submitted and approved by the City Plan Commission.

Approved.

10. Received invoice of Dailey Asphalt Products Company in the amount of $1,986.40 approved by the Street Engineering Oepartment covering alley resurfacing between Ewing and Fairfield and Berry and Main.

Approved and ordered paid under P.O. 4-07334 Appropriation 402-128-129-4265.

11. Received invoice of T & F Const. Corp. in the amount of $18,832.68 approved by the Street Engineering Department covering Resolution No. 5868-80 - Curb and sidewalk in East Central Phase V. Invoice #1.

Approved and ordered paid by Community Development.

12. Received invoice of Gibson, Tourney, Kim, Inc. in the amount of $2,261.71 approved by the Director of Transportation covering Architectural and Engineering services rendered through August 14, 1980 for the Civic Center Parking Garage located on the south side of East WAshington between Calhoun and Clinton Streets.

Approved and ordered paid by Community Development and Planning.

13. Received FINAL invoice of Bercot, Inc. in the amount of $59,947.95 approved by Water Pollution Control Engineering Department for Sewer Resolution No. 302-79 - KRUGE PLACE ADDITION SANITARY SEWER. EStimate #2 final.

Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.

14. Received inspection report from the Water Pollution Control Engineering Oepartment and Completion Affidavit of Bercot, Inc. with Guaranty 8ond in the amount of $193,DD6.00 signed by The Western Casualty and Surety Company for Sewer Improvement Resolution No. 302-78 Kruge Place Addition Sanitary Sewer.

Approved.

Ordered acceptance letter written.

15. Received inspection report from the Water Engineering Department and Completion Affidavit of Scheidleman Excavating,, Inc. with Guaranty 8ond in the amount of $8,390.00 signed by American States Insurance Company for Woodbridge Apts. Water Main.

Approved.

Ordered acceptance letter written.

16. Received inspection report from the Water Engineering Oepartment and Completion Affidavit of 8ercot, Inc. in the amount of $65,248.00 signed by Western Casualty and Surety Company for Thirteenth Street Water Main - CONTRACT 7909.

Approved.

Ordered acceptance letter written.

17. Received quotation from the Purchasing Agent for the proposed purchase of wire for the Street Lighting Oepartment:

WESTINGHOUSE ELEC. SUPPLY $131.27 & 123.37/M
GRA YBAR ELECTRIC COMPANY $113.45/M

Approved bid of Graybar Electric Company, Inc. under Purchase Order No. 002433.

Ordered sent to the Common Council on Tuesday, September 9, 1980 at 8:00 p.m.

Prior Approval to be obtained for August 26, 1980.

18. Received Sewer Resolution No. 323-198D, final plans, specifications and estimates prepared by the Water Pollution Control Engineering Oepartment for SPY RUN INTERCONNECT INTERCEPTOR.

Approved and adopted.
A true copy is incorporated herein.

Advertise Notice to Property Owners, August 29, 1980 and September 5, 1980.

Hearing on Confirmation, Thursday, September 18, 1980 at 3:30 p.m.
No notices mailed.

19. Received Sewer Resolution No. 324-80, final plans, specifications and estimates prepared by the Water Pollution Control Engineering Department for HIGHVIEW PARK ADDITION SANITARY SEWER.

SAME AS #18.

20. Received Sewer Resolution No. 325-80 final plans, specifications and estimates prepared by the Water Pollution Control Engineering Oepartment for ELKRIDGE ADDITION SANITARY SEWER.

SAME AS #18.

21. Received Sewer Resolution No. 326-1980, final plans, specifications and estimates prepared by the Water Pollution Control Engineering Oepartment for REHABILITATION OF SEWERS SUBSYSTEM.

Approved and adopted.
A true copy is incorporated herein.

Advertise Notice to Property Owners, August 29, 1980 and September 5, 1980.

Hearing on Confirmation, Thursday, September 18, 1980 at 3:30 p.m.

No notices mailed.

22. Received Sewer Resolution No. 327-80, final plans, specifications and estimates prepared by the Water Pollution Control Engineering Oepartment for NEUHAUS INTER-CONNECT INTERCEPTOR, PHASE I.

SAME AS #21.

23. Received Sewer Resolution No. 328-1980, final plans, specifications and estimates prepared by the Water Pollution Control Engineering Oepartment for NEUHAUS INTER-CONNECT INTERCEPTOR, PHASE II.

SAME AS #22.

24. Received Sewer Resolution NO. 329-1980, final plans, specifications and estimates prepared by the Water Pollution Control Engineering Oepartment for NEUHAUS INTER-CONNECT INTERCEPTOR, PHASE III.

SAME AS #23.

25. Received Assessment Roll of Benefits and Oamages prepared by the Street Engineering Oepartment for Oeclaratory Resolution No. 1438-80 for the construction of an overhead structure over a portion of 8erry Street between Broadway and Van Buren Street.

THIS ENTRY 4.145-1

CONFIRMEO.

Ordered sent to the Department of Finance.

26. Received revised General Rules and Regulations from Fort Wayne Water Utility.

Approved. Effective August 20, 1980.

A true copy is incorporated herein.

27. Received Street Lighting Resolution No. 146-80 for STREET LIGHTING MAINTENANCE as follows:

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to obtain bids for the maintenance of the municipally owned street lighting system of said City for the balance of the current year 1980 and for the calendar year 1981 and such work is now ordered.

Current Street Lighting Maintenance contract will terminate when newly bid contract becomes legal and binding.

Approved and adopted.
A true copy is incorporated herein.

Advertise NOTICE TO CONTRACTORS August 29 and September 5, 1980.

Receive bids on Wednesday, September 10, 1980 at 9:00 a.m.

Ordered Street Lighting Engineering Oepartment to prepare bid documents.

27. Received a request from Asphalt Maintenance, 2114 S. Madision, Muncie, Indiana, for permission to barricade the west side of Clinton from State to Elizabeth on Wednesday, August 20 thru Friday, August 22, 1980 from 8:30 a.m. to 3:00 p.m.
PURPOSE: Replacing sidewalk.

Approved and permit issued.

28. Received a request from Dwight Davis - Crown Construction Company, Hillside Avenue, for permission to barricade the alley on East State between Florida and Alabama on August 21, 1980 thru August 22, 1980 at 3:30 p.m.
PURPOSE: Repairig corner of Florida Apartments.

Approved and permit issued.

29. Received a request from Debbie Martin, Cathedral Center, 1102 S. Calhoun, for permission to barricade Lewis Street between Calhoun and Clinton on Saturday, August 23, 1980 from 7:00 p.m. to 12:00 p.m.
PURPOSE: Saturday Night on the Square.

Approved and permit issued.

30. A request was received from Schust & Shirley Company (Neal Buell) 4030 Piper Drive, for permission to barricade Webster Street between Berry and Wayne on August 21, 1980 weater permitting from 8:00 a.m. till noon.
PURPOSE: Crane - to remove shingles from roof of Presbyterian Church.

Approved and permit issued.

31. Sewer Resolution No. 323-80 SPY RUN INTERCONNNECT INTERCEPTOR.

CONFIRMED.

Advertise Notice to Contractors August 21 and Sept. 18 and 25, 1980
Receive bids on October 7, 1980 at 9:00 a.m.

32. Sewer Resolution No. 324-80 HIGHVIEW PARK ADDITION.

SAME AS #31.

33. Sewer Resolution No. 325-80 ELKRIDGE ADD. SANITARY SEWER.

SAME AS #31.

34. SEWER RESOLUTION NO. 326-80 REHABILITATION OF SEWERS SUBSYSTEM.

SAME AS #31.

35. SEWER RESOLUTION NO. 327-80 NEUHAUS INTERCONNECT INTERCEPTOR, PHASE I.

SAME AS #31.

36. SEWER RESOLUTION NO. 328-80 NEUHAUS INTERCONNECT INTERCEPTOR, PHASE II.

SAME AS #31.

37. SEWER RESOLUTION NO. 329-80 NEUHAUS INTERCONNECT INTERCEPTOR, PHASE III.

SAME AS #31.

Meeting adjourned at 10:45 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Thursday, August 21, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra Kennedy

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Declaratory Resolution No. 1438-1980 for the construction of an overhead structure over a portion of Berry Street between Broadway and Van Buren Streets.

Received Final Assessment Roll of Benefits and Damages prepared by the Street Engineering Department.

CONFIRMED.

Ordered sent to the Department of Finance.

2. HEARING ON CONFIRMATION:

Street Lighting Resolution No. 144-80 for the installation of street lighting on Capitol Avenue from Woodsdale to Maple Grove. The style of lighting, time frame for installation and assessment rate, if any, will be determined at hearing.

Continued to Thursday, September 4, 1980 at 3:30 p.m.

Time up to receive remonstrance Monday, September 1, 1980 at 5:00 p.m.

Meeting adjourned at 4:45 p.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Wednesday, August 27, 1980

Department of Public Works
Office of the Board
Room 910, City County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache,
R.A. Staten
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received driveway applications:

Approved and permits issued.

1014 Larch Lane ---------- Holida Homes
1022 Larch Lene ---------- Holida Homes
1025 Larch Lane ---------- Holida Homes
1109 Pinehurst Dr. -------- Elmer Miller Bldrs.
2222 Research Dr. --------- Fuller Const.
6308 Thaxton ------------- Holida Homes
6320 Thaxton Pl. ---------- Holida Homes

4. Received private sidewalk applications:

Approved and permits issued.

605 Beachwood Dr. ----------Robert Houser
1703 Huffman ----------Robert Houser
1221 Ohio ----------Geo. Rancefer
Oxford Phase V-B ----------Gateway Const.
511 McKinnie ----------B & K Concrete
914 Nuttman ----------Robert Houser

5. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Curbing Resolution No. 5877-80 for Forest Park Boulevard from State to Oodge.

Award contract to Gateway Construction Company in and for their bid in the amount of $20,392.25 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract and necessary documents.

6. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Resurfacing Resolution No. 5890-80 for 4th and 5th Councilmanic District.

Award contract to Wayne Asphalt Construction Company, Inc. in and for their bid in the amount of $85,875.50 subject to council approval.

Ordered the Street Engineering Department to prepare contract and necessary documents.

7. Received a petition for the installation of curbing on Westbrook Drive from 2100 Westbrook to Clinton Street.	Approved. Ordered the Street Engineering Department to investigate and report. Board Order No. 93-80.
8. Received a petition for the cutting of a new street side ditch and relaying of driveway culvert pipe at grades necessary to prevent standing water.	Approved. Ordered the Street Engineering Department to investigate and report.
9. Received Declaratory Resolution No. 1439-80, final plans and property ownership list prepared by the Street Engineering Department for the condemnation of a permanent easement for the building of a dike on part of SW ½ Section 3 T 30 R 12 lying east of Lots #9 and #10, J.O. Brown's Add. Extended.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners September 12 and 19, 1980. Hearing on Confirmation Thursday, October 2, 1980 at 3:30 p.m. Notice to be mailed on September 12, 1980.
10. Received Water Contract No. 8007 between Newdawn Developers, I nc. and the Fort Wayne Water Utility for the construction of water main system including all necessary fittings to serve Olympia Heights Addition - HARRIS ROAD.	Approved. Ordered sent to the Common Council on Tuesday, September 23, 1980 at 8:00 p.m.
11. Received Special Sewer Permit for Westwood Development, Inc. prepared and approved by the Water Pollution Control Engineering Department for the construction of a storm sewer known as WESTWOOD VALLEY - State Boulevard Storm Sewer. 25% Maintenance Bond will be required from Oeveloper when Completion Affidavit is filed and final acceptance written.	Approved and permit issued. Board Order No. 88-90.
12. Received Special Sewer Permit for Affordable Homes by John Pelkington, Inc. prepared and approved by the Water Pollution Control Engineering Department for the construction of sanitary sewer known as Seneca Hills - Section IV.	Approved and permit issued. Board Order No. 60-80.
13. Received Special Sewer Permit for New Oawn Developers prepared by the Water Pollution Control Engineering Department for construction of sanitary and storm sewers known as OLYMPIA HEIGHTS SOTRM AND SANITARY SEWERS. 25% Maintenance Bond is to be furnished at time of Completion Affidavit is filed.	Approved and permit issued. Board Order No. 91-80.
14. Received invoice #4 of Wayne Asphalt and Construction Company, Inc. in the amount of $5,163.75 approved by the Street Engineering Department for 1979 Asphalt Resurfacing Resolution No. 5843-79.	Approved and ordered paid from Account 402-128-129-4265.

15. Received invoice #3 of Wayne Asphalt & Construction Company in the amount of $18,513.54 prepared and approved by the Street Engineering Department for 1979 Carry-over Asphalt Resurfacing - 4th District. RESOLUTION 5844-79.

Approved and ordered paid from Account 402-128-129-4265.

16. Received invoice #3 of Wayne Asphalt & Construction Company in the amount of $25,570.85 prepared and approved by the Street Engineering Department for 1979 Asphalt Resurfacing RESOLUTION NO, 5843-79.

Approved and ordered paid out of Account 402-128-129-4265.

17. Miscellaneous bids were received by the Street Engineering Department for work on Forest Avenue, 1104 Trick, Blueberry and Peachwood, Purdue and Cambridge and 2209 Thompson. Low bid was submitted by Simerman Construction Company, Inc. in the amount of $4,480.35 less property owner cost of $481.17 for total of $3,999.18.

Approved and ordered purchase order issued for the amount of $3,999.18 to Simerman Construction Company.

18. RESOLUTION NO. 69-148-18

RE: Fort Wayne Water Pollution Control Utility General Rules and Regulations

Pursuant to Water Pollution Control General Rules and Regulations adopted by the Board of Public Works on December 12, 1972, revised on July 28, 1975 and on July 11, 1977, the Board of Public Works now deems it advisable to issue REVISED GENERAL RULES AND REGULATIONS. (59-84-12; 62-178-16; 64-298-7; and 67-133-25)

Approved and adopted... August 27, 1980.
A true copy is herein incorporated.
Advertise, September 12 and 19, 1980. - PUBLIC HEARING.
Public Hearing on Thursday, October 2, 1980 at 3:30 p.m.

19. Received Supplemental Agreement for Sewer Extension by and between M & G Properties and the City of Fort Wayne, Indiana, for Keller Road Sanitary Sewer.

Approved.

Ordered sent to the Common Council on Tuesday, September 9, 1980 at 8:00 p.m.

20. Received inspection report from the Street Engineering Department for Breconshire, Section I (Bardey Lane, Breconshire Drive and Cambrian Place). The Westbridge Company, Inc. is to post three-year Maintenance Bond as follows before acceptance by City: Breconshire Dr. --- $10,950.00; Bardey Lane --- $2,200.00; and Cambrian Place ---$1,650.00 TOTAL: $14,800.00.

Ordered acceptance letter written dependent on receipt of three year maintainence bond in the amount of $14,800.00.

21. Received Special Sewer Permit for NORBERT J. WEINS, RAYMOND L. HALLIGER, JAMES 8. DELU AND RICHARD McLAUGHLIN prepared by the Water Pollution Control Engineering Department for the construction of St. Joe Road OFFSITE SANITARY SEWER. DeHaven Construction Company will perf orm the construction work. Maintenance Bond in the amount of $4,8DD.DD is to be furnished at the time when the contractor files his completion affidavit.	Approved and Special Sewer Permit issued. Board Order No. 89-8D.
22. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Nobis Construction Company with Guaranty 8ond in the amount of $5,000 signed by Fidelity and Deposit Company of Maryland for Northway Gardens Addition Sanitary Sewer Extended.	Approved. Ordered acceptance letter written.
23. Received invoice of Butler, Fairman and Seufert, Inc. in the amount of $4,401.OD (3D% of Fort Wayne Share) approved the the Director of Transportation for engineering inspection services in connection with the EWING - FAIRFIELD - WELLS STREET BRIDGE from July 1, 1980 to July 31, 1980.	Approved and ordered paid from LRS Account #4307.

Meeting adjourned at 1D:45 a.m.

ATTEST:

Sandra E Kennedy
Clerk

BOARD OF PUBLIC WORKS

Thursday, August 28, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache, R.A. Staten
Sandra E. Kennedy

1. Continued from August 14, 1980
HEARING ON CONFIRMATION:

Street Lighting Resolution AMENDED No. 143-80 for the installation of street Lighting in Lincolnshire Addition more specifically defined as Hollis Lane from Calhoun Street to the west lot line of lot 65 Lincolnshire Addition, Crown Lane from Calhoun Street to Concord Lane, Concord Lane from Calhoun Street to Fairfield Avenue, Millside Court from Harrison Street to Fairfield Avenue, Harrison Street from Crown Lane to Southfair Court and Webster Street from Crown Lane to Hollis Lane.

Remonstrance received after being tabulated by the Street Lighting Engineering Department contains 115 out of 193, or 59.6%, of the resident property owners.

RESCIND ALL ACTION.

Meeting adjourned at 4:15 p.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Wednesday, September 3, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache, R.A. Staten
Sandra Kennedy

1.	Received purchase orders from the Purchasing Agent of City Utilities.	Approved.
2.	Received payment vouchers from the Auditor of City Utilities.	Approved and ordered sent to the Department of Finance.
3.	Received private sidewalk applications: 1000 Calhoun, 100 W. Washington, 1000 Harrison ----------Martin, Inc. 2021 Franklin ----------Geo. Helton 1315 Forest ----------James Mosley 2811 Kenwood ----------Star Const. 3308 Oakwood Dr. ----------Star Homes 5904 E. State ----------Meister Development 5124 Vermont Lane ----------Star Homes 4228 Warsaw ----------B & K Concrete 3715 E. Washington ----------Ind. Const.	Approved and permits issued.
4.	Received Sewer Resolution No. 330-1980, Phase I, Phase II - North Maumee Interceptor.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners September 12 and 19, 1980. Hearing on Confirmation Thursday, September 25, 1980 at 3:30 p.m. No mailings.
5.	Received Sewer Resolution No. 331-1980, Trier Ditch - Moeller Road Interconnect Interceptor.	SAME AS #4.
6.	Received Sanitary Sewer Resolution No. 332-1980 Trier Ditch Interconnect Interceptor.	SAME as #4.
7.	Received Sewer Resolution No. 333-1980 - Cassel Heights Sanitary Sewer.	SAME AS #4.

8.	Sewer Resolution No. 334-1980 Trier Ditch Interconnect Interceptor - Trier Ditch Colony Heights.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to property owners September 12 and 19, 1980. Hearing on Confirmation Thursday, September 25, 1980 at 3:30 p.m. No mailing of notices
9.	Sewer Resolution No. 335-1980 North Maumee Interceptor Anthony Wayne Pump Station.	SAME AS #8.
10.	Sewer Resolution No. 336-1980 North Maumee Interceptor Trier Ditch - Trier Ridge Pump Station Sanitary Sewer.	SAME AS #8.
11.	Sanitary Sewer Resolution No. 337-1980 North Maumee Interceptor Trier Ditch - Zuber's Addition.	SAME AS #8.
12.	Sanitary Sewer Resolution No. 338-1980 North Maumee Interceptor - Trier Ditch - Ridgeview Heights.	SAME AS #8.
13.	Resolution No. 339-1980 North Maumee Interceptor Glenwood Park Lift Station Elimination.	SAME AS #8.
14.	Resolution No. 340-1980 Rehabilitation of Sewers Subsystems LS, MS, PS, QS, RS, SS and TS.	SAME AS #8.
15.	Received invoice #8 of L. W. Dailey, Inc. in the amount of $135,696.38 approved by the Street Engineering Department covering work on Resolution No. 5833-79 Main Street Reconstruction.	Approved and ordered paid by Redevelopment Commission.
16.	Received invoice #4 of Consolidated Rail Corporation in the amount of $14,704.21 approved by the Director of Transportation as partial payment for crossing and light signals at Ewing Street extended and removing crossing at Cass Street, 4th Street Branch in accordance with agreement.	Approved and ordered paid from LRS Account #4307.
17.	Received quotations from the Purchasing Agent for the purchase of four compact sedans for the Fire Department: POINSETTE MOTORS, INC. -------$26,652.00 JIM KELLEY BUICK, INC. -------$26,200.00 HEFNER CHEV., INC. ----------No bid. GLENBROOK DODGE ----------$27,363.40	Approved bid of Kelley Buick in the amount of $26,200.00 under Purchase Order No. 4-08952. Ordered sent to the Common Council Tuesday, September 23, 1980 at 8:00 p.m.

18. Received Water Contract No. 8D06 between Affordable Homes - John Pelkington, Inc. and the Fort Wayne Water Utility of the City of Fort Wayne, Indiana, for the construction of water main system including all necessary fittings to serve SENECA HILLS, SECTION IV and portion of Section V - Louisedale Drive, Patrick Lane and Trick Avenue areas.

Approved and ordered sent to the Water Engineering Department for handling.

19. RESOLUTION NO. 69-153-19

Approved.

WHEREAS, Robert Hursh has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following portion of a public street situated in Fort Wayne, Allen County, to-wit:

Beginning at a point 3D feet south of the northeast corner of Lot #102, Cambridge Hill Addition, thence on a curve to the right with a radius of 2D feet; an arc distance of 31.42 feet to the south line of said Lot, thence west a distance of 98 feet to the southwest corner of said Lot, thence south 5D feet to the northwest corner of Lot #103, Cambridge Hill Addition, thence east a distance of 98 feet, thence on a curve to the right with a radius of 20 feet; an arc distance of 31.42 feet to the east line of said Lot, thence north 90 feet to the Point of Beginning.

20. Received invoice of John Dehner, Inc. in the amount of $4,967.40 for Emergency Pavement Blow-up - North Clinton Street (adjacent to Bishop Dwenger High School).
Project approved by the Street Engineering Department and Director of Transportation.

Approved and ordered paid under Purchase Order 4-DBB39 from fund 402-128-129-426.

21. Received Special Street Permit for Seneca Hills, Section IV for Louisedale Drive and Patrick Lane approved by the Street Engineering Department.

Approved.

22. Received Special Street Permit for Summerfield, Section I for AURORA KNOLL, THAXTON PLACE, WOOD RIM RUN, RIDGEMONT DRIVE AND LARCH LANE approved by the Street Engineering Department.

Approved.

23. Received Special Sewer Permit for Charles Herbest prepared by the Water Pollution Control Engineering Department and Contract Bond in the amount of $1,975.00 to construct sanitary sewer to serve Lake Avenue at Maycrest Drive.
Baker Trenching and Excavating will perform the construction Work.

Approved and permit issued.

Board Order 90-BD.

24.	Received Escrow Agreement between City of Fort Wayne, Indiana; Reid, Quebe, Allison, Wilcox & Associates, Consulting Engineers; and Lincoln National Bank & Trust Company for COMBINED SEWER OVERFLOW STUOY	Approved.
25.	Received invoice #1 of Reid, Quebe, Allison, Wilcox and Associates, Inc. in the amount of $93,264.43 approved by the Water Pollution Control Engineering Department for COMBINED SEWER OVERFLOW STUDY. (C-180775-D1)	Approved. Ordered City Utilities to pay invoice in the amount of $93,264.43. Also pay to Lincoln National Bank & Trust Company (% James Lohman) the amount of $16,458.43 for Reid, Quebe, Allison, Wilcox and Associates, Inc. Escrow Account. Payments are to be made from the Water Pollution Control Utility Fund.
26.	Received recommendation from the Water Pollution Control Engineering Oepartment that ESCROW in the amount of $17,632.94 be released to L. W. Dailey, Inc. for LUOWIG PARK SANITARY SEWER RESOLUTION NO. 878-1979 - OIVISION I.	Payment to be made by the City Controller Office.
27.	Received recommendation from the Water Pollution Control Engineering Department that ESCROW in the amount of $26,198.00 be released to T - G Excavating, Inc. for LUOWIG PARK SANITARY SEWER RESOLUTION NO. 878-79 - OIVISION II.	Payment is to be made by the City Controller Office.
28.	Received a petition for the replacement of sidewalk at intersection of Southeast corner of Oodge and Woodward Avenue plus curbing.	Approved. Ordered the Street Engineering Department to investigate and report. Board Order No. 95-80.

Meeting adjourned 10:30 a.m.

ATTEST:

Sandra E Kennedy
Clerk

BOARD OF PUBLIC WORKS

Thursday, September 4, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L.AKERS, H.R. GAMACHE,
R.A. STATEN
Sandra Kennedy

1. Continued from August 21, 1980
HEARING ON CONFIRMATION:

Street Lighting Resolution No. 144-80 for the installation of street lighting on Capitol Avenue from Woodsdale to Maple Grove. The style of lighting, time frame for installation and assessment rate, if any, will be determined at hearing.

Remonstrance received after being tabulated by the Street Lighting Engineering Department contains 39 out of 75, or 52%, of the resident property owners.

RESCIND ALL ACTION.

Meeting adjourned at 4:15 p.m.

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

Tuesday, September 9, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

H.R. Gamache, R. A. Staten
Sandra Kennedy

1. RECEIVE BIDS:

St. Joe Interconnect Interceptor Resolutions Numbers 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320 and 321-80:

Ordered sent to the Water Pollution Control Engineering Department for tabulation and report.

Award contract on Wednesday, September 24, 1980 at 9:00 a.m.

RESOLUTION / BIDDERS	4,672,982.00 I	893,555.00 II	310 10,842,555.00 III	2,012,580.00 IV	734,854.00 311	905,155.00 312	555,650.00 313	959,253.00 314 PHASE I
BAKEMA INC.	—	—	—	—	890,850.00	1,235,072.25	679,228.50	1,242,095.75
BERCOT, INC.	—	—	—	—	688,415.00	926,654.25	576,785.00	887,233.00
Bolton & Son	3,930,840.00	—	—	3,415,930.00	—	—	—	—
BUSCH, INC.	3,148,201.75	1,256,596.25	2,447,825.75	2,924,856.75	—	—	—	—
CARLO, INC.	4,712,298.00	1,792,395.00	3,298,248.00	3,870,653.00	1,342,799.50	1,873,044.00	1,329,314.10	2,129,653.75
Contractors Serv.	5,540,154.43	—	—	3,683,124.84	—	—	—	—
L.W. DAILEY	—	—	—	—	552,568.20	—	—	—
DAN'S EXC.	2,804,967.00	—	—	—	—	—	—	—
JOHN DEHNER	3,883,389.55	1,270,834.55	2,540,250.90	3,032,550.00	807,461.50	1,345,288.15	770,811.10	1,292,092.30
DiPaolo & Rossetti	3,439,114.00	1,275,851.00	2,448,120.50	2,513,125.00	—	—	—	—
EAGLE VALLEY	3,400,066.75	1,335,950.40	2,381,270.25	2,515,988.50	—	—	—	—
EARTH CONST.	—	—	—	—	—	941,529.40	526,350.80	806,316.05
GERL CONST	3,965,280.00	1,823,708.45	3,764,815.00	3,674,490.00	—	—	—	—
GROUND SERV	—	—	—	—	—	—	—	—
JOHN HARTMAN	—	—	—	—	—	—	—	—
Hipskind Asph.	—	—	—	—	774,330.00	—	—	—
LEGACHER CO	—	—	—	—	—	—	—	—
MURPHY CONST.	—	—	—	—	788,125.00	—	664,119.50	—
NORRIS CONST.	—	—	—	—	—	—	—	—
JOE NORMAN	3,906,345.95	1,260,241.90	2,055,834.60	2,759,965.90	—	—	—	—
NORTH EASTERN	—	—	—	—	—	1,139,245.00	—	—
OXNER CONST	—	—	—	—	—	—	—	—
PERRY EXC.	—	—	—	—	—	—	—	—
PIERCE CONST.	3,385,665.00	1,304,930.00	2,587,835.00	3,345,595.00	—	—	—	—
RATH CONST	—	—	—	—	702,140.00	—	—	—
REED & SONS	—	—	—	—	—	—	632,188.30	1,139,231.75
REITH-RILEY	—	—	2,394,959.40	3,113,412.50	—	—	—	—
ROCCO FERRERA	3,059,065.00	1,393,853.75	2,335,346.00	2,485,990.00	—	—	—	—
RUHLIN	3,988,900.00	1,554,182.00	2,642,551.00	3,536,920.00	—	—	—	—
Scheidleman	—	—	—	—	—	—	—	—
T & F Construction	—	—	—	—	730,765.82	1,055,926.38	—	—
T & G Excavat.	—	—	—	—	744,864.60	1,214,691.75	681,657.75	—
Waymesfield	—	—	—	—	—	1,399,955.00	—	1,603,950.00
Weitzel Constr.	—	—	—	—	—	914,484.00	—	—
Williams Exc.	—	—	—	—	1,052,890.00	1,443,120.00	979,060.00	951,853.60
WINZELER	—	—	—	3,129,535.60	—	—	—	—
WOODRUFF	3,598,085.00	1,293,876.75	2,333,858.50	3,136,886.00	874,362.00	1,290,791.50	806,742.00	1,361,429.50
H. DE WULF	—	—	—	—	—	1,900,750.00	—	—

RESOLUTION / BIDDERS	709,738.00 314 PHASE II	315,655.00 315	453,288.00 316	181,680.00 317	154,935.00 318	426,415.00 319	75,005.00 320	154,498.00 321
BAIKEMA INC.	1,241,855.00	—	—	—	—	—	—	—
BERCOT, INC.	706,091.50	362,009.50	500,151.50	180,600.50	203,022.25	484,965.00	108,270.25	247,432.00
BOLTON + SON	—	—	—	—	—	—	—	—
BUSCH, INC.	—	—	—	—	—	—	—	—
CARLO, INC.	1,832,459.50	—	—	—	—	—	—	—
CONTRACTORS SERV.	—	—	—	—	—	—	—	—
L.W. DAILEY	—	—	—	161,423.70	—	—	—	—
DAN'S EXC.	—	—	—	—	—	—	—	—
JOHN DEHNER	1,025,660.15	471,888.30	647,433.50	222,633.40	—	—	—	—
DIPOLO + ROSSETTI	—	—	—	—	—	—	—	—
EAGLE VALLEY	—	—	—	—	—	—	—	—
EARTH CONST.	762,976.00	316,059.50	376,681.35	175,072.95	148,596.00	434,775.00	67,516.60	—
GERL CONST	—	—	—	—	—	—	—	—
GROUND SERV	—	—	420,311.00	—	—	—	65,670.00	—
JOHN HARTMAN	—	—	—	151,737.50	—	—	69,365.00	—
HYPSKIND ASPH.	—	—	—	—	—	—	—	—
LEGACHER CO	—	—	—	—	—	—	92,745.00	—
MURPHY CONST.	836,749.00	—	—	—	—	—	—	—
NOBIS CONST.	—	—	—	—	168,507.00	—	—	—
JOE NORMAN	—	—	—	—	—	—	—	—
NORTH EASTERN	831,013.75	—	—	152,208.00	—	—	—	—
OXNER CONST	—	—	—	—	243,810.00	—	131,870.00	—
PERRY EXC.	—	—	—	168,216.25	143,423.75	218,942.50	67,825.00	—
PIERCE CONST.	—	—	—	—	—	—	—	—
RATH CONST	—	—	—	—	—	—	—	—
REED + SONS	1,013,572.80	424,817.50	518,396.25	218,537.50	186,716.75	—	—	—
REITH-RILEY	—	—	—	—	—	—	—	—
ROCCO FERRERA	—	—	—	—	—	—	—	—
RUHLIN	—	—	—	—	—	—	—	—
SCHEIDEMAN	—	—	—	—	—	—	105,414.25	—
T+F CONSTRUCTION	—	—	—	208,546.25	—	—	—	164,846.00
T+G EXCAVAT.	—	—	546,980.40	216,210.60	224,150.00	447,690.00	105,285.00	—
WAYNESFIELD	—	—	—	—	—	641,950.00	—	—
WEITZEL CONSTR.	922,157.00	—	—	—	—	2,284,080.00	—	—
WILLIAMS EXC.	1,268,965.00	—	—	—	—	—	—	—
WINZELER	841,681.25	—	—	—	—	—	—	—
WOODRUFF	1,129,403.50	522,468.00	679,804.50	275,575.00	204,677.50	439,103.00	145,794.00	—
H. DE WULF	—	—	—	—	—	—	—	—

2. Received the following permits: Approved and permits issued.

(a) New Haven Jaycees, Box 162, (Bruce Franke) for permission to hold a parade on September 1, 1980 from 9:30 a.m. to 12:00 Noon. PURPOSE: Raising Funds MDA.
(b) Lennetti Getz, 4130 S. Wayne, for permission to barricade 4100 blk. of S. Wayne on Sept. 1, 1980 from 3:00 p.m. to 7:00 p.m. - BLOCK PARTY.
(c) Martin, Inc. 4315 Meyer Rd., to barricade south lane on 200 block W. Wallace September 2 thru 4, 1980 from 8:00 a.m. to 4:40 p.m. for wrecking of buildings.
(d) T - G Excavt., Inc. 5544 Huguenard Rd., barricade 818 S. Calhoun on Sept. 4 thru Sept. 5, 1980 - for repair of leaking fire line.
(e) N & W Railroad, P.O. 1215, for barricade at crossing at Runnion on Sept. 4 and Sept. 5, 1980 from 8:00 a.m. thru 5:00 p.m. - Reparing crossing.
(f) Mrs. Bill Winans, 6302 Reserve LIne Rd., for barricade on Donna Drive at Interlaken and Reserve Line on September 5, 1980 from 5:30 p.m. to 8:30 p.m. -Block Party.
(g) Jean Joley, 1609 California, for permission to barricade California from Vermont to Nevada on Saturday, September 6, 1980 from 10 a.m. to 9 p.m. -Block party.
(h) Jim Monroe, 808 Kinnaird, for permission to barricade 700 and 800 block of Kinnaird (Indiana & Wayne) on September 7, 1980 from 8:00 a.m. to 10:00 p.m. Block party.
(i) Miller Advertising 519 Tennessee, for permission to barricade Calhoun at Main and Berry on Sunday, September 7, 1980 from 11 a.m. to 3:00 p.m. doing Advertisement for Clark & Mitchell.
(j) Jackie Kimes, 915 W. Wildwood, for permission to barricade Wildwood from Indiana to Beaver on Sunday, September 7, 1980 from 10:00 a.m. to 8:00 p.m. - Block party.
(k) WEZV Radio, 424 Reed Rd., barricade at 451 Reed Road Extended on September 9, 1980 from 4:00 p.m. to 8:00 p.m. - Hot Air Ballon project.

Meeting adjourned at 11:00 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Wednesday, September 10, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

H.R. Gamache, R.A. Staten
Sandra E. Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications:

Approved and permits issued.

2211 California ----------Ned Keener Const.
1613 Curdes ----------Ned Keener Const.
1629 Franklin ----------Robt. D. Comstock
817 McKinnie ----------Creat Reconst.
3105 Santa Lisa ----------Jas. Brunson, Inc.
4420 South Park ----------Creat Reconst.
4426 South Park ----------Creat Reconst.
2800 W. State ----------Emil Holliday
4922 S. Harrison ----------L. H. Kanning

4. Received driveway application:

Approved and permits issued.

2910 Lake Ave. ---------Lebrato Bros.
405 W. Wayne ----------Brooks Const.
3308 Oakwood ----------Star Homes
2106 - 2107 Versailles Village Pl. ---ZK Tazian
5124 Vermont Lane ------Star Homes
2811 Kenwood ----------Star Homes

5. Received street cut applications:

Approved and permits issued.

Archer & Poinsette (prkstrp) -------- C.U.
1414 Archer --- Furman Steury
Autumn Leaf Lane --- Bercot & Gibson
1114 Cedar --- C.U.
4415 Champlain (prktrp) --- "
3330 W. Coliseum (prkstrp) --- "
S. Colonial & Plaza --- "
2603 Crescent --- "
4633 Crestwood (prkstrp) --- "
Crestwood & Sherwood Terrace --- "
327 W. Dewald --- "
Edsall & McCormick (prkstrp) --- "
3719 Elmhurst (prkstrp) --- "
1809 Embassy Dr. (prkstrp) --- "
1121 S. Harrison --- "
Harvester & Holly (prkstrp) --- "
Hike Lane & Becker (prkstpr) --- "
Holly & McCormick (prkstrp) --- "
216 W. Jefferson --- T & G Excav.
McCormick & Birchwood (prkstpr) --- C.U.
McCormick & Fleetwood (prkstrp) --- "
216 E. Maple Grove (prsktrp) --- "
Poinsette & Margaret (prkstrp) --- "
1430 Progress Rd. (prkstrp) --- "
2728 Queen --- "

801 W. Rudisill (prkstrp)	--- C.U.
St. Joe Interceptor, Ph. IV	--- WPC Engr.
1610 Sinclair (prkstrp)	--- C.U.
5904 E. State (prkstrp)	---
Spy Run Interceptor Res. 323-80	--- City of F. W.
5904 E. State	--- Meister Oev.
1219 Summit (prkstrp)	--- C.U.
Sunset & Korte Lane (prkstrp)	--- "
Sunset & Stratford (prkstrp)	--- "
1100 Taylor	--- "
2115 & 2117 Versailles Village Pl. (2)	--- "
732 & 818 Warfield (prkstrp)	--- "
4040 Warsaw (2)	--- "
4201 N. Wells (2) (prkstrp)	--- "
Westover & Hartman (prkstrp)	--- "
7501 Winchester Rd. (prkstpr)	--- "
1923 E. Pontiac	--- NIPSCO
2319 Maplewood	--- "
1409 Grant	--- "
1124 S. Calhoun	--- "
835 E. Lewis	--- "
2519 S. Calhoun	--- "
2714 Wells (prkstrp)	--- "
4501 St Joe. Rd. (prkstrp)	--- "
7105 Baer Rd.	--- "
437 Arcadia (prkstrp)	--- "
2601 and 2531 Cambridge (prkstrp)	--- "
2207 SkyHawk	--- "
7-29 Ordway Dr.	--- "
8421 Bluff Rd. (prkstrp	--- Gen. Tele.

6. RECEIVE BIDS:

Street Lighting Resolution No. 146-80 for CONSTRUCTION AND MAINTENANCE CONTRACT FOR STREET LIGHTING SYSTEM FOR CITY OF FORT WAYNE, INDIANA AND CITY UTILITIES.:

Referred to the Street Lighting Engineering Department for tabulation and report.

Award contract on Wednesday, September 17, 1980 at 9 a.m.

BIGGS ELECTRICAL CONTR, INC. ------	$226.00, 42.40, $34.80, $69.30, $110.90, $87.00, $38.45, $4.50 and $700.00.
N.G. GILBERT CORP. ----------	$254.00, $48.75, $40.25, $70.40, $114.35, $89.30, $31.75, $10.00 and $880.00.
T & F CONST. CORP. ----------	$248.00, $47.20, $39.10, $71.00, $128.00, $94.00, $45.00, $6.50 and $700.00.

7. The following permits were issued. Approved.

(a) Sally Jones, 926 Prange, Block Party, August 1, 1980 - 6 p.m. to 11:00 p.m.
(b) General Telephone Co. barricade, August 6, 1980 for two weeks 8:00 a.m. to 5:00 p.m for pouring floor and install sumps into manholes.
(c) Phil Martin, St. Joe Twp. Parade Permit, for Aug. 9, 1980 from 10:00 a.m. to 11:00 a.m., for Firefighters Muster at Lawton.
(d) Statewood Baptist Church, parade permit for August 10, 1980 from 2:00 p.m. to 3:00 p.m. for Vacation Bible School Parade.
(e) Avalon Place Civic Assoc. Parade Permit for August 14, 1980 from 7 p.m. to 8:30 p.m. Bicycle Parade.
(f) East Central Neighborhood Assoc., Parade Permit, August 16, 1980 from 1:00 p.m. to 2:00 p.m. for Neighborhood Parade.
(g) City Glass, 2124 S. Calhoun, for barricade, August 16, 1980 from 7:30 a.m. to 2:00 p.m. for installing glass on walkway.
(h) Lutheran Outreach, Inc.for barricade for August 17, 1980 from 1:00 p.m. to 4:00 p.m. for Block dance for disabled adults.
(i) Marion Anderson, barricade, Aug. 20 to 22, 1980 around clock at 228 W. Leith for tearing off old roofing - PLACE BID BIN.

(8) The following permits were issued: Approved.

(a) 8ig Brothers-8ig Sisters, 919 Fairfield, for Parade Permit, for August 23, 1980 from 7:00 a.m. to 11:00 a.m. 2 Mile and 5 Mile Run.
(b) L. J. Pongonis, 1325 Kensington, for barricade for August 24, 1980 Noon to dusk, for 8lock party.
(c) Oon Rehling, Tecumseh, (Gen. Telephone Co.) barricade for Aug. 25 thru Aug. 26, 1980 around the clock for Cable out of service.
(d) Keith W. 8utts, 3004 Hoagland, for barricade on August 26, 1980 from 7:00 a.m. to Noon - 400 Downing - for dumpster to haul roofing refuse.
(e) Shoda Sewer Services, 2014 Colony, for August 27, 1980 barricade from 9:00 a.m. to 3:00 p.m. - 317 and 321 Edgewood - dig Trench in parkstrip.
(f) N & W Railroad, P.O. 1215, for barricade of railroad crossing at Ardmore on 7:00 a.m. to 6:00 p.m. for repair of railroad crossing.
(g) Strahm Inc. 1101 Sherman 8lvd., for barricade on Aug. 27 thru Sept. 3, 1980 from 8:30 a.m. to 3:30 p.m. - 8erry Street bet. 8roadway and Van 8uren - Plastering overhead.
(h) Maxwell Tree Service, 7616 Winchester Rd. - barricade - August 27, 1980, 8:00 a.m. to 3:00 p.m. at 300 West Wayne - for topping 8 locust trees.
(i) N & W Railroad, P.O. 8ox 1215, barricade - August 28, 1980 7:00 a.m. to 6:00 p.m. at Engle Road R. R. crossing - Repair crossing.
(j) Jeffrey Phillip 8aer, 1131 Edgewater, parade permit - August 31, 1980 from 9:00 a.m. to 5:00 p.m. - for Muscular Dystrophy Association.
(k) E. E. Clark, 2225 Alabama, for barricade - August 31 and Sept. 1, 1980 Noon until midnight - Alabama from State to Forest - 8lock party.

(9) Received the following Sewer Easement Resolutions for the SPY RUN INTERCONNECT INTERCEPTOR:

SEWER EASEMENT Resolution No. 186-1980 for Spy Run Interconnect Interceptor. (Sewer 323-80).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners, September 26, 1980 and October 3, 1980.

Hearing on Confirmation Thursday, October 16, 1980 at 3:30 p.m.

Mail notices on October 3, 1980.

(10) SEWER EASEMENT Resolution No. 187-80 for Highview Park - Edgewood Park. (Sewer 323-80). SAME AS #9

(11) SEWER EASEMENT Resolution No. 188-80 Spy Run Interconnect Interceptor - Elkridge Addition. (Sewer 325-80). SAME AS #9.

(12) SEWER EASEMENT Resolution No. 189-80 Neuhaus Interconnect Interceptor, Phase I - Pierce Park. (Sewer 323-80). SAME AS #9.

(13) SEWER EASEMENT Resolution No. 190-80 Neuhaus Interconnect Interceptor, Phase II - Westgate - Washington Heights. (Sewer 328-80). SAME AS #9.

(14) SEWER EASEMENT Resolution No. 191-80 Neuhaus Interconnect Interceptor, Phase III - Feichter's - Leesburg Addition. (Sewer 329). SAME AS #9.

(15) Received invoice #70-10-210-01-24 of McNamee Porter and Seeley in the amount of $10,613.43 for engineering services for General and Resident Engineering for Water Works Improvements in accordance with Contract between the City and the Engineers dated Oecember 7, 1970 and Amendment No. 1 dated March 30, 1977. Invoice approved by the Oirector of Water Resourves.

Approved and ordered paid by City Utilities from the Water Utility Fund.

16. Received invoice #19 of Hagerman - Shambaugh, joint bidders, in the amount of $914,491.85 approved by McNamee, Porter and Seeley, Consulting Engineers and the Director of Water Resources covering work on Contract 77-W-2 - Water Works Improvements Filtration Plant Additions.

Approved and ordered invoice paid by City Utilities.

Also ordered the amount of $48,131.35 paid to Hagerman-Shambaugh Escrow Account at Fort Wayne National Bank.

Payments are to be made from the Water Utility Fund.

17. Received invoice #13 of Shambaugh & Son, Inc. in the amount of $12,070.62 approved by Consulting Engineers, McNamee, Porter and Seeley and Director of Water Resources covering work on Contract 77-W-3 Water Works Improvements - St. Joseph Dam and Pump Station.

Approved and ordered invoice paid by City Utilities.

Also ordered the amount of $635.30 paid to Shambaugh Escrow Account at Fort Wayne National Bank.

Payments are to be made from the Water Utility Fund.

18. Received invoice #2 of Reid, Quebe, Allison, Wilcox and Associates, Inc. in the amount of $23,112.15 approved by the Water Resources Director for COMBINED SEWER OVERFLOW STUDY. (C-180775-01).

Approved. Ordered City Utilities to pay invoice in the aount of $23,112.15.

Also pay to Lincoln National Bank & Trust Company (%James Lohman) the amount of $4,078.61 for Reid, Quebe, Allison, Wilcox and Associates, Inc. Escrow Account.

Payments are to be made from the Water Pollution Control Utility Fund.

19. Received invoice from C.M.S Roofing, Inc. $11,617.00 approved by the Traffic Engineering Department covering work on Resolution No. 5883-80 for repair of roof for the Traffic Engineering Operations - Signal Complex at 1730 S. Lafayette Street.

Payment is to be made from Repairs to Buildings Account #4251.

20. RESOLUTION NO. 69-162-20:

Approved.

WHEREAS, the Fort Wayne Redevelopment Commission has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public street situated in Fort Wayne, Allen County, to-wit:

Gay Street from the Northerly right-of-way of Wallace Street to the Penn Central Railroad

all in accordance with the terms of Sec. 44, Chapter 174 of the Acts of 1947, of the Gen. Assembly of the State of Indiana, etc.

21. Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts: Write-offs as per list submitted: Water $4,231.57 and Sewer $2,883.45 (total $7,115.02).

Approved.

22. Received Invoice #1 of Gateway Construction Company in the amount of $11,806.87 approved by the Director of Transportation covering work on Resolution No. 5884-80 for OXFORD, Phase V - "8".

Approved and ordered paid by Community Development and Planning.

23. Received invoice #3 of Spears - Dehner, Inc. in the amount of $139,576.74 approved by the Oirector of Transportation covering work on Resolution No. 5856-79 - Dike along St. Marys and St. Joseph Rivers and Spy Run Creek.

Approved and ordered paid by Account No. 402-134-48D-4DD5. Escrow Account at Lincoln National Bank is to be paid $15,508.53.

24. Received invoice of N. G. Gilbert Corp. in the amount of $49,112.6D approved by the Street Lighting Engineering Department for Street Lighting Resolution No. 140-80 - North Central Area Phase IV Street Lighting.

Approved and ordered paid by Community Development and Planning.

25. Received invoice of Hipskind Concrete Corp. in the amount of $24,444.68 approved by the Street Engineering Department covering Resolution No. 5870-8D - Nebraska Neighborhood, Phase V.

Approved and ordered paid by Community Oevelopment and planning.

26. Received invoice of Clyde E. Williams & Associates, Inc. in the amount of $255.02 approved by the Street Engineering Oepartment for services from 7-7-8D thru 8-D2-80 - LAKE AVENUE.

Approved and ordered paid from LRS Account 4334.

27. Received invoice of Clyde E. Williams & Assoc., Inc. in the amount of $941.59 approved by the Street Engineering Department for services 7-07-80 thru 8-02-80 - CRESCENT AVENUE.

Approved and ordered paid from LRS Acct. 4317.

28. Received invoice 78-08-310-01-D-25 of Howard Needles Tammen & 8ergendoff in the amount of $55,804.64 approved by the Director of Water Resources covering the period of 3/29/8D thru 7/18/80 for AWT Phases A, 8 & C redesign work under Supplemental Agreement #2 dated March 28, 1980 - Water Pollution Control Plant.

#25 was for ---------$71,637.20
#26 was for credit--- 103.D3
#27 was for credit--- 5,711.59
#28 was for credit--- 10,017.94

--- $71,637.20
less 15,804.56
$55,804.64 amt. of payment.

Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.

29. Received invoice #10 of Moellering Construction Company, Inc. in the amount of $74,655.76 (30% Share) approved by 8utler, Fairman and Seufert, Inc. and Street Engineering Deprtment covering work on Ewing - Fairfield - Wells Street 8ridge to cover period from 7-26-8D to 8-26-80.

Approved and ordered paid from LRS Account #307.

Meeting adjourned at 11:DO a.m.

Robert W. Anderson

8OARD OF PU8LIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

Thursday, September 11, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. AKERS, R.H. GAMACHE, R.A. STATEN
Sandra Kennedy

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Water Resolution No. 1016-79 for the construction of a water main in and along the north side of the Ludwig Road from the west right-of-way line of Rodenbeck Drive (existing 12" water main), westwardly to within 9 1/2 feet of the west right-of-way line of Sharon Drive; also in and along the west side of Sharon Drive from the north side of Ludwig Road, southwardly to the south property line of Lot #1 in Ludwig Park Addition (existing 6" water main).

The Board determined the benefits as indicated.

Ordered the Water Engineering Department to prepare the Final Assessment Roll.

2. HEARING ON CONFIRMATION:

SEWER EASEMENT Resolution No. 170-8D
Ranchwood Sanitary Sewer.
(Sewer 311-80).

* SEWER EASEMENT Resolution No. 176-80
St. Joseph Interconnect Interceptor Sanitary Sewer.
(Sewer 310-80).

* SEWER EASEMENT Resolution No. 177-80
Concordia Gardens Sanitary Sewer.
(Sewer 312-80).

* SEWER EASEMENT Resolution No. 178-80
Mardego - Mandego - Limberlost Sanitary Sewer.
(Sewer 313-80).

* SEWER EASEMENT Resolution No. 179-80
Beverly Heights, Hollywood Gardens, Mayfield Place, Rousseau's Suburban Gardens, Waterswolde and Northwood Park Sanitary Sewer.
(Sewer 314-80).

* SEWER EASEMENT Resolution No. 180-8D
Aldale Acres and Dau's Suburban Addition Sanitary Sewer.
(Sewer 315-80).

CONFIRMED.

Ordered the Water Pollution Control Engineering Department to prepare Assessment Roll of Benefits and Damages.

*ALL SAME AS ABOVE.

SEWER EASEMENT Resolution No. 181-80
Cinderella Village Sanitary Sewer
(316-80 Sewer).

* SEWER EASEMENT Resolution No. 182-80
Auer's and McAdams Highland Grove
Sanitary Sewer.
(Sewer 317-80).

* SEWER EASEMENT Resolution No. 183-80
Campus Court Pump Station Elimination
Sanitary Sewer.
(Sewer 318-80)

* SEWER EASEMENT Resolution No. 184-80
Northcrest Pump Station Elimination
Sanitary Sewer.
(Sewer 319-80).

* SEWER EASEMENT Resolution No. 185-80
Patton Trailer Park Sanitary Sewer.
(Sewer 320-80).

CONFIRMED.

Ordered the Water Pollution Control Engineering Department to prepare Assessment Roll of Benefits and Damages.

* ALL SAME AS ABOVE.

3. Received a petition for the installation of ornamental street lighting on Webster Street (Darrow to Killea and Wildwood areas).

Approved.

Ordered the Street Lighting Engineering Department to investigate and report.

Board Order No. 97-80 issued.

4. RESOLUTION NO. 69-165-4:

A resolution of the Board of Public Works of the City of Fort Wayne, Indiana, (herein after called the Municipality indicating its willingness to accept the management responsibilities in accord with the 208 Water Quality Management Planning requirements specified in both P.L. 92-500 and P.L. 95-217.

WHEREAS, etc.(7)

NOW, THEREFORE, BE IT RESOLVED THIS 11th day of September, 1980, that the Municipality desires to be the certified and approved designated management agency for the control of water pollution sources within its area or legal jurisdiction.

Approved and adopted.
A true copy is incorporate herein.

5. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Northeastern Construction Company, Inc. with Maintenance Bond in the amount of $23,116.87 signed by American States Insurnace Company for HILLSBORO OFF-SITE SANITARY SEWER.

Approved.

Ordered acceptance letter written.

6. Received Special Sewer Permit for Lengacher Excavating, Inc. prepared and approved by the Water Pollution Control Engineering Department for the construction of sanitary sewer to serve Diehm Museum Sewer Extension.
25% of work is to be furnished at the time Completion Affidavit is filed.

Approved and permit issued.

B.O. 96-80.

7. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of North Eastern Contruction, Inc. for SUMMERFIELD, SEC. #1 - Water Contract 7914.

Approved.

Ordered acceptance letter written.

8. Received the following permits requests:

(a) T -G Excavating, Inc. 5544 Huguenard Rd., for permission to barricade 216 W. Jefferson on Sept. 2, 1980 thru Sept. 9, 1980 from 9:00 a.m. to 3:00 p.m. PURPOSE: Install 4" fire line.

(b) Martin, Inc., 4315 Meyer Road, barricade for demolition for Civic Center Renewal Project, BLOCK II, on Sept. 10, 1980 thru Jan. 1, 1981 at all times. Oemolition.

(c) Sherwood - Pettit Neighborhood Assoc. (Marie Kelley) 133 W. Fleming, for barricade from Harrison to Hoagland on Fleming also the intersection at Webster on September 31, 1980 from 3:00 p.m. to 11:00 p.m. BLOCK PARTY.

(d) Bob Comstock, 1629 Franklin, for permission to barricade Franklin at Spring and Huffman Sept 13, 1980 from 9:00 a.m. to 3:00 p.m. Remove fallen tree from street.

(e) Oonna Belch, 2108 Kensington, for barricade of Kensington at State & Forest on September 14, 1980 from 2 p.m. to 11 p.m. PURPOSE: Block party.

(f)Kathy Wright, 2819 Mardigras Lane barricade 2106 to 2002 Choctimar Trail on Sunday, SEpt. 14, 1980 from 1:00 p.m. to 6:00 p.m. PURPOSE: Neighborhood Assoc. Party.

(g) Charles Westerman, Watkins Street, for barricade of Watkins from Main to alley on Sunday, Sept. 14, 1980 from 12 Noon to 7:00 p.m. PURPOSE: Block Party.

(h) Bercot Gibson Const. Co., 6015 Huguenard Rd., for permission to barricade 3500 block of Harris Road across from Club Olympia on Sept. 15 and 16, 1980 from 9:00 a.m. to 3:30 p.m. PURPOSE: Install water line in Olympia Heights.

(I) Martin, Inc., 4315 Meyer Road, for permission to barricade east side of Webster at Washington on Monday, Sept. 15, 1980 from 9:00 a.m. to 5:00 p.m. PURPOSE: Crane in street for steeple repair to church.

(j) Bloomingdale School (Mary Eaton) 1300 Orchard, for permission to barricade Second Street from Marion to Orchard on September 15, 1980 from 6 to 10 p.m. - ICE CREAM SOCIAL.

(k) Parks and Recreation D epartment (Betty) for permission to barricade Johnny Appleseed Orive from Parnell to Coliseum Blvd. on Sept. 19, 20 and 21, 1980 from 10 a.m. to 10 p.m. PURPOSE: JOHNNY APPLESEEO FESTIVAL.

(l) SANORA DAVIS, 2522 Orexel, for permission to barricade Hayden between Gay and Winter on September 20, 1980 from 8:00 a.m. to 4:00 p.m. BIKE ANO FOOT RACE.

(m) Joan Sheets, 222 N. Seminole Circle, for permission to barricade North and South Seminole Circles at Harrison Street on Saturday, September 20, 1980 from 9:00 a.m. to 9:00 p.m. PURPOSE: Block party.

(n) Sandra Moore, 1317 Springbrook, for permission to barricade Springbrook at Applewood and Markwood on September 20, 1980 from 12 Noon to 5:00 p.m. PURPOSE: Block party.

(0) Cheryl Maxwell, 1143 Sheridan Court, for permission to barricade Sheridan Court at Kimmel Court and Old Mill Road on September 28, 1980 from 3:00 p.m. to 8:00 p.m. Purpose: BLOCK PARTY.

Meeting adjourned at 5:40 p.m.

Robert A. Anderson Jr.

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy

Clerk

Wednesday, September 17, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, R. A. Staten
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permits issued.

401 Calhoun ----------Hagerman Const. Corp.
3233 N. Washington -------Tomei Const.
420 W. Wayne ----------Robert Houser

4. Received street cut applications: — Approved and permits issued.

Ardmore & N. Washington (prkstrp) -------	C.U.
8421 Bluffton Rd. ---	Gen. Tele.
Broadway & Wilt (prktrp) ---	C.U.
818 S. Calhoun ---	"
1128, 1130, 1108, 1134, 1114 and 1118 S. Calhoun ---	"
Calhoun & intersec. of first E/W alley N/o Superior - 1st alley E/W on Clinton ---	Shambaugh & Son
Farwood & Decatur (3) prkstrp) ---	C.U.
Fillmore & Middle (prkstrp) ---	"
Geneva & Fillmore (2) prkstrps ---	"
2800 S. Hanna ---	"
1700 S. Hanna (4) ---	"
722 Harmar (prkstrps) ---	J & G Water.& Sewer
3500 Harris Rd. ---	Bercot & Gibson
900 Blk. Hayden ---	C.U.
Hobson Rd. ---	Gen. Tele.
5712 Inland Trail (prkstrp) ---	C.U.
7220 Kumfer (2) prkstrp) ---	"
5730 Larchwood Run (2) (prktrp) ---	"
Liberty & Canal ---	"
3722 Logan ---	"
Louisedale Dr. ---	Ind. & Mich.
3401 N. Washington (prkstrp) ---	C.U.
924 Orlando (prkstrp) ---	"
Park & Thompson (prkstrp) ---	"
Pontiac & Jane (prkstrp) ---	"
525 and 602 E. Pontiac ---	"
2621 Reed (prkstrp) ---	"
4224 Robinwood (2) prkstrp. ---	"
3911 Robinwood (prkstrp) ---	"
1406 Rosemont (prkstrp) ---	"
Runnion & Third (prkstrp) ---	"
3503 St. Joe Ctr. Rd. (prkstrp) ---	"
Schilling & Sinclair (prkstrp) ---	"
1005 Third (prkstrp) ---	"
1923 Tyler ---	"
Tyler & Huffman (prkstrp) ---	"
2612 Vance (prkstrp) ---	"
Webster & Kinsmoor (prkstrp) ---	"
S. Wayne & Packard (prkstrp) ---	"

Various locations dirt - boring test holes for future Spy Run Interceptor sewer ----------Moretrench American Corporation

712 Harmar (prkstrp)	---	NIPSCO
5710 Larchwood	---	"
5606 Larchwood	---	"
5718 Larchwood	---	"
N. Calhoun & 5th	---	"
3202 Robinwood (prkstrp)	---	"
1126 S. Barr (alley)	---	"
1931 E. Washington	---	"
Holly & New Haven (prkstrp)	---	"
1010 - 1012 Monroe (alley)	---	"
Rudisill W/ Monroe (alley)	---	"
2224 Roy	---	"
2508 Vance c/l	---	"
25' So. of Main E. Side of Watkins	---	Gen. Tele.
N. side of W. Jefferson - 540' E. of Reckeweg	---	"

5. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Lighting Engineering Oepartment for Resolution No. 146-80 for CONSTRUCTION ANO MAINTENANCE CONTRACT FOR STREET LIGHTING SYSTEM FOR CITY OF FORT WAYNE, INDIANA, AND CITY UTILITIES.

AWARD contract to Biggs Electrical Construction, Inc. at and for their bid in the amount of $173,322.80 subject to councilmanic approval.

Ordered the Street Lighting Engineering Oepartment to prepare contract and necessary documents.

6. Received Final Assessment Roll prepared by the Water Engineering Oepartment for Water Improvement Resolution No. 1016-79 - LUOWIG PARK ADOITION.

Approved and ordered sent to the Oepartment of Finance.

7. Received plat for Seneca Hills, Section V submitted and approved by the City Plan Commission.

Approved.

8. Received plat for BROWNFIELD ESTATES submitted and approved by the City Plan Commission.

Approved.

9. Received Agreement for Sewer Extension by and between the Allen County Association for the Retarded, Inc. - Projects Orive Reimbursement Agreement approved by the Water Pollution Control Engineering Department.

Approved.

Ordered sent to the Common Council on Tuesday, October 14, 1980 at 8:00 p.m.

10. Received Contract of Hipskind Asphalt Corporation in the amount of $54,787.75 approved by the Street Engineering Department covering work on Resolution No. 5886-80 for resurfacing and restoring pavement as designated on the following streets:
ECKART, DREXEL, VILLAGE COURT ORIVE, OLIVER STREET AND BOWSER AVENUE.

Approved and ordered sent to the Common Council on Tuesday, October 14, 1980 at 8:00 p.m.

11.	Received Contract of Rieth-Riley Construction Company, Inc. in the amount of $71,876.30 approved by the Street Engineering Department covering work on Resolution No. 5880-80 for installation of curb and sidewalks as needed on the following streets: LASALLE STREET, BUCHANAN STREET, ST. MARTIN'S STREET, E. OEWALO STREET AND WARSAW STREET ---also known as LaRez Neighborhood Improvement, Phase III.	Approved. Ordered sent to the Common Council on Tuesday, October 17, 1980 at 8:00 p.m.
12.	Received Contract of Rieth-Riley Construction Company, Inc. in the amount of $6,394.50 approved by the Street Engineering Department covering work on Resolution No. 5878-80 for construction of alley running between Crestwood Drive and Sunset Orive from Crestwood Drive to the east property line of Lot #41 of Southwood Park Addition, Section "C".	Approved.
13.	Received invoice of Hipskind Concrete Corporation in the amount of $2,716.07 approved by the Street Engineering Department covering work under Resolution No. 5870-80 NEBRASKA NEIGHBORHOOD, PHASE V.	Approved and ordered paid by Community Development and Planning.
14.	Received invoice #5 of Wayne Asphalt & Construction Company, Inc. in the amount of $10,898.41 approved by the Street Engineering Oepartment covering work on Resolution No. 5844-80 - 1979 carry-over Resurfacing Retainage Release - 4th Councilmanic District.	Approved and ordered paid from Account 402-128-129-4265.
15.	Received invoice of 8rooks Construction Company, Inc. in the amount of $6,019.85 approved by the Street Engineering Department covering work on Resolution No. 5881-80 - removal and replacement of portions of Addision Avenue.	Approved and ordered paid from MVH Funds.
16.	Received Change Order No. 1 of Hipskind Concrete Corporation in the decreased amount of $2,430.80 approved by the Street Engineering Department covering work on Resolution No. 5870-80 for Nebraska Neighborhood, Phase V.	Approved.
17.	Received Change Order No. 2 of Wayne Asphalt and Construction Company in the decreased amount of $1,129.15 approved by the Street Engineering Department covering work on Resolution No. 5844-1979 - 1979 Asphalt Resurfacing.	Approved.
18.	Received Special Sewer Permit for Lengacher Excavating, Inc. prepared and approved by the Water Pollution Control Engineering Oepartment and Performance 8ond of Lengacher Excavating, Inc. to construct sanitary sewer known as Vocational Services Center.	Approved and permit issued. 8oard Order No. 100-80.
19.	Received Change Order #3 of Shambaugh & Son, Inc. in the amount of $4,945.00 approved by the Oirector of Water Resources for Water Contract 77-W-3 - St. Joseph Dam and Pump Station Additions.	Approved and ordered sent to Common Council on Tuesday, October 14, 1980 at 8 p.m. Prior approval requested.

20. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Don L. Porter (Porter Construction Company) with guaranty bond in the amount of $23,113.9D signed by The American Druggists' Insurance Company for Seneca Hills, Section IV.

Approved.

Drdered acceptance letter written.

21. Received invoice of Butler, Fairman and Seufert, Inc. in the amount of $2,366.25 (3D% of Fort Wayne Share) approved by the Director of Transportation and engineering inspection services in connection with the EWING - FAIRFIELD - WELLS STREET BRIDGE from August 1 to August 31, 198D.

Approved and ordered paid from LRS Account #4307.

22. Received invoices for emergency pavement subgrade stabilization at 47DD North Clinton (vicinity of Stoney Run Creek) as follows:

Approved and ordered invoices paid from MVH Funds.

MacDonald Machinery Company, Inc. --- $233.85 and $959.0D----------$1,192.85

Erie Haven, Inc. ---------- 435.33

Three Rivers Barricade & Equipment Company ---------- 1,D61.25

23. EMERGENCY RESOLUTION NO. 69-17D-23:

WHEREAS, Street Department has inspected a portion of broken pavement at 2206 Nuttman Avenue and found a need for immediate repair;

WHEREAS, the following contractors were requested to submit bids: Hipskind Asphalt Corp...$468.DD; John Dehner, Inc.... $2,1DO.DD; Simmerman Const. Co....$860.)0 and Dailey Asphalt, Inc. $1,375.DO.

NDW, THEREFORE, the Board of Public Works hereby declares an emergency exists and requests the Purchasing Depatment issue a Purchase Order to Hipskind Asphalt Corp. in the amount of $468.DD and make said repair.

APPROVED AND ADDPTED, September 17, 198D.

24. EMERGENCY RESDLUTION NO. 69-17D-24:

WHEREAS, the Street Lighting Department has requested an emergency purchase order for light poles due to the fact their supply is below minimun stock due to an error in inventory control;

WHEREAS, the emergency purchase of 6D poles will enable them to install light orders.

NOW, THEREFDRE, the Board of Public Works requests a purchase order be issued to Preferred Products Sales in the amount of $21,469.8D for light poles.

APPRDVED AND ADOPTED, September 17, 198D.

Meeting adjourned at 10:35 a.m.

BDARD DF PUBLIC WORKS

ATTEST:

Clerk

Thursday, September 18, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, R. A. Staten
Sandra Kennedy

1. HEARING ON CONFIRMATION:

Sewer Resolutions for SPY RUN INTERCONNECT INTERCEPTOR as follows:

(a) Resolution No. 323-80 for Spy Run Interconnect Interceptor.

(b) Resolution No. 324-80 for Highview Park Addition.

(c) Resolution No. 325-80 for Elkridge Addition.

(d) Resolution No. 326-80 for Rehabilitation of Sewers Subsystem.

(e) Resolution No. 327-80 for Neuhaus Interconnect Interceptor, PHASE I.

(f) Resolution No. 328-80 for Neuhaus Interconnect Interceptor, PHASE II.

(g) Resolution No. 329-80 for Neuhaus Interconnect Interceptor, PHASE III.

CONFIRMED.

Ordered the Water Pollution Control Engineering Department to prepare plans and specifications.

Bids to be received on Tuesday, October 7, 1980 at 9:00 a.m.

2. Received Special Sewer Permit for Holy Scripture Church prepared and approved by the Water Pollution Control Engineer to construct a sanitary sewer known as Holy Scripture Church Sanitary Sewer.
Landmark Homes, Inc. will perform the work.
100% bond for maintenance shall be furnished at time Completion Affidavit is filed.

Approved and special sewer permit issued.

Board Order No. 101-80.

3. EMERGENCY RESOLUTION NO. 69-171-3:

WHEREAS, Street Engineering Department has inspected the northeast corner of Pontiac and Hanna and found this corner to be hazardous and should be restored;

WHEREAS, the following contractors were requested to submit bids: L. W. Dailey, Inc. $1,675.00; Hipskind Concrete Corp, $1,692.85 and Gateway Construction Company, $2,850.00. The City's Engineer estimate was $1,800.00;

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists and requests the Purchasing Department issue a Purchase Order to L. W. Dailey, Inc. in the amount of $1,675.00 and make said repair.

APPROVED AND ADOPTED: September 18, 1980.

4. Received the following requests for permits: Approved and permits issued.

(a) Martin, Inc. 4315 Meyer Rd, for permission to barricade So. lane of Washington at Webster on Monday, Sept. 15, 1980 from 9:00 a.m. to 3:00 p.m. PURPOSE: Crane in street.
(b) Hawk Const. 3111 St. Joe Center Road for permission to barricade intersection of Berry and Fairfield on Sept. 19 thru Sept. 22, 1980 from 9:00 a.m. to 3:00 p.m.
PURPOSE: Park truck at curb for repair work.
(c) Stoner's Magic-Novelty & Costume Rental, 712 S. Harrison to barricade alley to Berry Street on Sunday, September 21, 1980 from 12 noon until 5:00 p.m.
PURPOSE: Opening ceremonies.
(d) Ken Biancaniella, 4119 Kentland, for permission to barricade Kentland at Trick and Louisdale on September 21, 1980 from 2 p.m. to 6 p.m.
PURPOSE: Block party.
(e) Jocquel Supply, 2206 Broadway, for permission to barricade one end of alley behind 2318 Webster on Sept. 22, 1980 from 6:00 p.m. to 9:00 a.m. PURPOSE: Scaffold to repair chimney.

5. EMERGENCY RESOLUTION NO. 69-172-5

WHEREAS, Water Pollution Control Maintenance has requested an emergency purchase order for an emergency repair at 1200 block of Lake Avenue. Manhole has deteriorated and caved in, also will require replacement 12 ft. pipe, new casting and restoration;

WHEREAS, bids were received from John Dehner, Inc. in the amount of $5,198.00 and T & G Excavating in the amount of $5,385.00;

NOW, THEREFORE, the Board of Public Works requests a purchase order be issued to John Dehner, Inc. in the amount of $5,198.00.

Approved and adopted this 18th day of September, 1980.

Meeting adjourned at 4:50 p.m.

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy
Clerk

Wednesday, September 24, 19BD

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

M.L. AKERS, H.R. GAMACHE, R.A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, R. A. Staten
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received street cut applications: — Approved and permits issued.

6919 S. Anthony (prkstrp)	---Golden Rule Sewer
3030 Bowser (prkstrp)	---C.U.
818 Calhoun	---T & G
2424 Clara	---C. U.
Curdes & Rolston (prkstrp)	--- "
223 Esmond (prkstrp)	--- "
4128 S. Hanna (prkstrp)	--- "
Kenwood & Beacon (3)	--- "
Kenwood & Leroy (prkstrp)	--- "
5914 E. State (prkstrp)	--- "
E-W alley No. of Superior and west of Barr	---Gen. Tele.
2401 Taylor (prkstrp)	---C.U.
2123 Versailles Village Pl. (2)	--- "
2508 Webster (alley)	---Bakers Trench.
3112 Willow Oaks (prkstrp)	---C.U.
820 Wooster Ct.	--- "
2918 Weisser Pk.	---NIPSCO
Sherman & Elmer	--- "
1201 S. Harrison (alley)	--- "
109 E. Lewis for 1130 Calhoun (prkstrp)	--- "
1118 - 1120 S. Calhoun (alley)	--- "
818 W. Creighton (prkstrp)	--- "
5531 Standish (prkstrp)	--- "
1618 Lavern	--- "
1110 Catilina / Riviera (sdw.)	--- "

4. Received driveway applications: — Approved and permits issued.

401 S. Calhoun (2) -------- Hagerman Const.
6302 Downington ---------- Ft. Wayne Trades
6621 S. Hanna ------------- Ft. Wayne Trades
7210 Kumfer --------------- James Brunson
2127 - 2129 Versailles Village Pl. --- Z. K Tazian
2720 Whitegate Dr. --------- Emil Holliday

5. Received sidewalk applications: Approved and permits issued.

2109 Brown ----------Griffets Remodel.
2131 California ------Ned Keener Const.
63D2 Downington ------Ft. Wayne Const. Develop.
12D2 Harrison --------Lenninger Excav.
3740 Manitou ---------Ned Keener Const.
437 Pasadena ---------Oon Till
2DD Pearl (Maiden Lane)--- Emil Holliday
1104 Pinehurst -------Fred Steury
1644 Rumsey ----------Ned Keener
1633 Schilling -------Creative Reconst.
2100 St. Marys -------Kearby Const.
Warsaw from Creighton to
Suttenfield -----Gateway Const.
100 E. Washington, 1000
Calhoun and 100D
Clinton ---------Hagerman Const.

6. RE: AWARDING OF CONTRACT:
Bids submitted September 9, 1980

RESOLUTION NO. 310-80, Phase I - ST. JOE INTERCONNECT INTERCEPTOR:
The low bid of Dan's Excavating was determined to be non-responsive to the M.B.E. requirement and the contract was awarded conditionally to the second low bidder, ROCCO FERRERA & COMPANY, INC., Livonia, Michigan. (See Letter dated September 24, 1980).

A true copy of letter is incorporated herein.
Contract to be awarded on Wednesday, October 15, 1980 at 9:00 a.m.

7. RE: AWARDING OF CONTRACT:
Bids submitted September 9, 1980

RESOLUTION NO. 310-80, Phase II - ST. JOE INTERCONNECT INTERCEPTOR:
Certain irregularities in the low bid of Busch, Inc. were waived and the contract was awarded conditionally to BUSCH, INC., Holland, Ohio. (See letter dated September 24, 1980).

A true copy of letter is incorporated herein.
Contract to be awarded on Wednesday, October 15, 1980 at 9:DO a.m.

8. RE: AWARDING OF CONTRACT:
Bids submitted September 9, 1980

RESOLUTION NO. 310-80, Phase III - ST. JOE INTERCONNECT INTERCEPTOR:
Certain irregularities in the low bid of Joe R. Norman, Inc. were waived and the contract was awarded conditionally to JOE NORMAN, INC., Indianapolis, Indiana. (See letter dated September 24, 1980).

A true copy of letter is incorporated herein.
Contract to be awarded on Wednesday, October 15, 1980 at 9:00 a.m.

9. RE: AWAROING OF CONTRACT:
Bids submitted September 9, 1980

RESOLUTION NO. 310-80, Phase IV - ST. JOE INTERCONNECT INTERCEPTOR:
Certain irregularities in the low bid of Rocco Ferrera & Company were waived and the contract was awarded conditionally to ROCCO FERRERA & COMPANY, Livonia, Michigan (See letter dated September 24, 198D).

A true copy of letter is incorporated herein.
Contract to be awarded on Wednesday, October 15, 1980 at 9:00 a.m.

10. RE: AWARDING OF CONTRACT:
Bids submitted September 9, 1980

RESOLUTION NO. 311-80 - RANCHWOOD SANITARY SEWER.
Certain irregularities in the low bid of L. W. Oailey, Inc. were waived and the contract was awarded conditionally to L. W. Dailey, Ft. Wayne, Indiana, (See letter dated September 24, 1980).

A true copy of letter is incorporated herein.
Contract to be awarded on Wednesday, October 15, 1980 at 9:00 a.m.

11. RE: AWAROING OF CONTRACT:
Bids submitted September 9, 1980

RESOLUTION NO. 312-80 CONCOROIA GARDENS SANITARY SEWER.
Certain irregularities in the low bid of Weitzel Const.Co. were waived and the contract was awarded conditionally to WEITZEL CONST. CO., Indianapolis, Indiana. (See letter dated September 24, 1980).

A true copy of letter is incorporated herein.
Contract to be awarded on Wednesday, October 15, 1980 at 9:00 a.m.

12. RE: AWAROING OF CONTRACT:
Bids submitted September 9, 1980

RESOLUTION NO. 313-80 - MAROEGO - MANOEGO - LIMBERLOST.
Certain irregularities in the low bid of Earth Construction & Engr., Inc. were waived and the contract was awarded conditionally to EARTH CONSTRUCTION & ENGINEERING, INC., Fort Wayne, Indiana. (See letter dated September 24, 1980).

A true copy of letter is incorporated herein.
Contract to be awarded on Wednesday, October 15, 1980 at 9:00 a.m.

13. RE: AWAROING OF CONTRACT:
Bids submitted September 9, 1980

RESOLUTION NO. 314-80 - WATERSWOLOE, NORTHWOOD PARK, ROUSSEAU SUBOIVISION, HOLLYWOOO GAROENS, MAYFIELO PLACE AND BEVERLY HEIGHTS SANITARY SEWER. PHASES I and II
Certain irregularities in the low bid of Bercot, Inc. were waived and the contract was awarded conditionally to BERCOT, INC., for Phase II and to Earth Const. & Engr., Inc. for Phase I. (See letter dated September 24, 1980).

A true copy of letter is incorporated herein.
Contract to be awarded on Wednesday, October 15, 1980 at 9:00 a.m.

14. RE: AWAROING OF CONTRACT:
Bids submitted September 9, 1980

RESOLUTION NO. 315-80 - ALOALE ACRES & DAU'S SUBURB AOO.
Certain irregularities in the low bid of Earth Construction & Engr., Inc. were waived and the contract was awarded conditionally to EARTH CONSTRUCTION & ENGINEERING, INC., Fort Wayne, Indiana. (See letter dated September 24, 1980).

A true copy of letter is incorporated herein.
Contract to be awarded on Wednesday, October 15, 1980 at 9:00 a.m.

15. RE: AWAROING OF CONTRACT:
Bids submitted September 9, 1980

RESOLUTION NO. 316-80 - CINOERELLA VILLAGE SANITARY SEWER.
Certain irregularities in the low bid of Earth Construction & Engr., Inc. were waived and the contract was awarded conditionally to EARTH CONSTRUCTION & ENGINEERING, INC., Fort Wayne, Indiana. (See letter dated September 24, 1980).

A true copy of letter is incorporated herein.
Contract to be awarded on Wednesday, October 15, 1980 at 9:00 a.m.

16. RE: AWAROING OF CONTRACT:
Bids submitted September 9, 1980

RESOLUTION NO. 317-80 - AUER & McAOAMS HIGHLANO GROVE.
Certain irregularities in the low bid of John Hartman Construction Company were waived and the contract was awarded conditionally to JOHN HARTMAN CONSTRUCTION COMPANY, Fort Wayne, Indiana. (See letter dated September 24, 1980).

A true copy of letter is incorporated herein.
Contract to be awarded on Wednesday, October 15, 1980 at 9:00 a.m.

17. RE: AWARDING OF CONTRACT:
Bids submitted September 9, 1980

RESOLUTION NO. 318-80 - PUMP STATION ELIMINATION.

Certain irregularities in the low bid of Perry Excavators, Inc. were waived and the contract was awarded conditionally to PERRY EXCAVATORS, INC., Sturgis, Michigan. (See letter dated September 24, 1980).

A true copy is herein. Award contract October 15, 1980 at 9:00 a.m., Wednesday.

18. RE: AWAROING OF CONTRACT:
Bids submitted September 9, 1980

RESOLUTION NO. 319-80 - NORTHCREST PUMP STATION ELIMINATION.
Certain irregularities in the low bid of Perry Excavators, Inc. were waived and the contract was awarded conditionally to PERRY EXCAVATORS, INC., Sturgis, Michigan. (See letter dated September 24, 1980).

A true copy is herein. Award contract Wednesday, October 15, 1980 at 9:00 a.m.

19. RE: AWARDING OF CONTRACT:
8ids submitted September 9, 1980

RESOLUTION NO. 320-80 - PATTON TRAILER SANITARY SEWER.
Certain irregularities in the low bid of Scheidleman Excavating, Inc. were waived and the contract was awarded conditionally to SCHEIOLEMAN EXCAVATING, INC., Fort Wayne, Indiana. (See letter dated September 24, 1980).

A true copy is herein. Award contract Wednesday, October 15, 1980 at 9:00 a.m.

20. RE: AWAROING OF CONTRACT:
8ids submitted September 9, 1980

RESOLUTION NO. 321-80 - REHA8ILITATION OF SEWERS SSES SU8SYSTEM 8S, CS, NS, OS.
Certain irregularities in the low bid of T - G Excavating, Inc. were waived and the contract was awarded conditionally to T - G EXCAVATING, INC., Ft. Wayne, Indiana. (See letter dated September 24, 1980).

A true copy is herein. Award contract Wednesday, October 15, 1980 at 9:00 a.m.

21. Received Change Order #4 of Shambaugh & Son, Inc. in the amount of $15,883.00 approved by the Director of Water Resources for Water Contract 77-W-3 - ST. JOSEPH OAM ANO PUMP STATION AOOITIONS. This also approved by McNamee, Porter and Seeley, Consulting Engineers.

Approved and ordered sent to the Common Council on October 14, 1980 at 8:00 p.m.

22. Received invoice of GI8SON, TOURNEY, KIM, INC. in the amount of $2,296.20 for engineering services rendered through September 12, 1980 for the CIVIC CENTER PARKING GARAGE.

Approved and ordered paid by Community Development and Planning.

23. Received invoice #1 of Wayne Asphalt and Const. Co., Inc. in the amount of $28,551.65 approved by the Oirector of Transportation for Resurfacing Resoluton No. 5888-80 - 3rd Councilmanic District.

Approved and ordered paid from 1980 Resurfacing Account.

24. Received invoice #4 of Wayne Asphalt Const. Company Inc. in the amount of $10,998.45 approved by the Director of Transportation covering work on Resurfacing Resolution No. 5844-79 in 4th Councilmanic District.

Approved and ordered paid from Account 4265.

25. Received Declaratory Resolution No. 1440-80, final plans and property ownership list prepared by the Street Engineering Oepartment for the condemnation of right-of-way for street purposes part of Lot #549 Hanna's Addition

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owner October 3 and 10, 1980

Hearing on Confirmation Thursday, October 23, 1980.

Notice to be mailed on October 10, 1980.

26. Received Agreement between SNOUFFER, HALLER & COLVIN, Attorneys-at-Law, and the City of Fort Wayne, Indiana, (BOARD OF PUBLIC WORKS) relative to employment as attorney for the City Utilities - RE: Water Pollution Control Oivision I Sewage Work Grant HC 180538.

Approved.

A true copy is incorporated herein.

27. Received Maintenance Street Lighting Contract Resolution No. 146-80 of BIGGS ELECTRICAL CONSTRUCTION, INC. prepared by the Street Lighting Engineering Department. Agreement is for Maintenance contract for street lighting system and unit price items for Street Light Construction.

Approved.

Ordered sent to the Common Council on Tuesday, October 14, 1980 at 8:00 p.m.

28. RESOLUTION NO. 69-177-28

Approved.

WHEREAS, the Fort Wayne Housing Authority has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley situated in Fort Wayne, Allen County, to-wit:

The 14 foot East/West alley extending from the East right of way line of Francis Street to the centerline of the vacated North/South alley extending from Wayne Street on the North to Washington Street on the South, as set forth in Hanna's East Park Addition according to the recorded plat thereof in Plat Book O at page 17 in the Office of the Recorder of Allen County, Indiana.

29. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Ground Services, Inc. with Guaranty 8ond in the amount of $30,000 signed by UNITED STATES FIEDLITY AND GUARANTY COMPANY for Storm and Sanitary Sewers - WOODLANDS OF RIVERSIOE.

Approved.

Ordered acceptance letter written.

30. Received Quit-Claim Oeed where by Department of Redevelopment of Allen County, Fort Wayne, Indiana, releases and quit-claims to the Board of Works of the City of Fort Wayne of Allen County in the State of Indiana, the following real estate:

Approved. A true copy is herein.

Ordered sent to the Recorder's office for recording.

Beginning at the southeast corner of Lot #545 in Hanna's Addition; thence north 29 feet along the east property line of said Lot #545; thence southwesterly ± 9.89 feet to a point which is 7 feet west of the east property line and 22 feet north of the south property line of said Lot #545; thence west on a line 22 feet north of and parallel to the south property line of Lots 545, 546, 547 and 548 to the west property line of Lot #548; thence south to the southwest corner of Lot #548; thence east along the southwest property line of Lots 548, 547, 546 and 545 to the point of beginning.

31. Received STREET DEDICATION whereby Midtown Development Company dedicates to the City of Fort Wayne and to the public for street, sidewalk and utility purposes as follows:

Beginning at the southwest corner of Lots #544, Hanna's Addition, thence north 7' along the west property line; thence southeasterly ± 9.89' to a point on the south property line which is 7' east of said southwest corner of Lot #544; thence west 7' along south property line to point of beginning.

Approved.

On file in the Board of Public Works.

Ordered sent to the Recorder's Office for recording.

32. Received quotations from the Purchasing Agent for the proposed purchase of approximately 9,000 ton Type I Bulk Rock Salt for the Street Department:

INTERNATIONAL SALT CO. --------$24.98 / ton

MORTON - NORWICH ----------$25.48 / ton

CARGILL SALT CO. ----------$31.25 / ton

Through the recommendation of the Purchasing Agent the bid of International Salt Company was accepted under Purchase Order 4-08989.

Ordered sent to the Common Council on Tuesday, October 14, 1980 at 8:00 p.m.

33. Received Estimate #9 of L. W. Dailey, Inc. in the amount of $22,616.51 approved by the Street Engineering Department for Resolution No. 5833-1979 - Main Street Reconstruction.

Approved. Ordered Redevelopment Commission to pay invoice in the amount of $22,616.51 to L. W. Dailey Inc.

Also ordered the amount of $2,512.95 paid to the L. W. Dailey Escrow Account at Indiana Bank & Trust Company.

Payments are to be made from Redevelopment Funds.

34. Received invoice #9 of Hagerman Construction Corp. in the amount of $277,969.00 approved by Gibson, Tourney, Kim, Inc. for the construction of Civic Center Parking Garage Resolution No. 67-189-14.

Approved and ordered invoice of Hagerman Cosntruction Corp. paid in the amount of $277,969.00.

No escrow is to be paid.

Payments are to be made by Community Development and Plannint.

Meeting adjourned at 10:30 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

Thursday, September 25, 1980

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

M.L. AKERS, H.R. GAMACHE, R. A. STATEN
Sandra E. Kennedy, Clerk

M.L. Akers, H.R. Gamache
Sandra Kennedy

1. HEARING ON CONFIRMATION:

Sewer Resolutions for NORTH MAUMEE INTERCEPTOR as follows:

(a) Resolution No. 330-1980, Phase I and Phase II - North Maumee Interceptor.

(b) Resolution No. 331-1980 - Trier Oitch - Moeller Road Interconnect Interceptor.

(c) Resolution No. 332-1980 - Trier Oitch Interconnect Interceptor.

(d) Resolution No. 333-1980 - Cassel Heights Sanitary Sewer.

(e) Resolution No. 334-1980 - Trier Ditch Interconnect Interceptor - Trier Oitch Colony Heights.

(f) Resolution No. 335-1980 - North Maumee Interceptor Anthony Wayne Pump Station.

(g) Resolution No. 336-1980 - North Maumee Interceptor Trier Oitch - Trier Ridge Pump Station Sanitary Sewer.

(h) Resolution No. 337-1980 North Maumee Interceptor Trier Ditch - Zuber's Addition.

(i) Resolution No. 338-1980 North Maumee Interceptor - Trier Oitch - Ridgeview Heights.

(j) Resolution No. 339-1980 North Maumee Interceptor Glenwood Park Lift Station Elimination.

(k) Resolution No. 340-1980 Rehabilitation of Sewers Subsystems LS, MS, PS, QS, RS, SS and TS.

CONFIRMED.

Ordered the Water Pollution Control Engineering Department to prepare plans and specifications.

Bids to be received on Wednesday, November 5, 1980.

2. Received a request from O. J. Brandenberger, Inc. 416 E. Pettit, for permission to barricade south lane of Creighton and East lane of Fairfield in fron of Fairfield Manor on September 23, 1980 from 8:30 a.m. to 4:00 p.m. PURPOSE: Park crane - replace tile on roof.

Approved and permit issued.

3. Received the following requests for permits:

Approved and permits issued.

(a) Moellering Const. Co., 3400 Engle Rd., for permission to barricade railroad crossing at Nuttman on Sept. 24, 1980 for 4 to 6 weeks at all times
Purpose: Repair railroad crossing.

(b) Street Engineering Oepartment for permission to barricade Bowser from Creighton to Hurd on Sept. 24 and 25, 1980 at all times.
PURPOSE: Removal of abandoned reilroad tracks.

(c) Daniel Keck, 1327 Huestis, for permission to barricade curb lane at 1327 Huestis on Sept. 25, 1980 for one week at all times.
PURPOSE: Place sanitainer to remove roofing.

(d)Richard Phillips, 1916 Mathias, for permission to barricade Clarmarnic at Blair and Charter Lane in Kingston Park Addition on Sept. 27, 1980 from 3:00 p.m. to 10:00 p.m.
PURPOSE: Block party.

(e) Cathedral Center, 1102 S. Calhoun, for permission to barricade Lewis between Calhoun and Clinton on Sept. 27, 1980 from 7:00 p.m. to 12:00 p.m.
PURPOSE: Saturday Night on the Square.

(f) Lee Mohrman, 6107 Highgate Place, for permission to barricade Foster Park at Hartman Road and Sherwood On September 28, 1980 from 1:00 p.m. to 6:00 p.m.
PURPOSE: Run for Health.

(g) Hagerman Const. Co., P.O. Box 10690, for permission to barricade one lane Calhoun - east lane going north - west side of Parking Garage on October 1, 1980 thru October 8, 1980 from 7:00 a.m. to 4:00 p.m.
PURPOSE: installing sidewalk.

(h) John Walda, 809 S. Clinton, for permission to barricade the Landing at Calhoun and Harrison on October 4, 1980 from 4:00 p.m. to 6:00 p.m.
PURPOSE: Overflow from Harry Chapin appearance.

(i) Mike Trotter (St. John the Baptist Catholic Church) 309 N. Seminole Circle for permission to barricade Pasadena between Arlington & Fairfield on October 5, 1980 - Noon to 6:00 p.m.
PURPOSE: Ice creal social.

Meeting adjourned at 4:50 p.m.

BOARD OF PUBLIC WORKS

ATTEST:

Clerk

VERNON McMILLAN Inc.
SYRACUSE, N.Y.
MADE IN U.S.A.
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